



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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Second District

ZEV YAROSLAVSKY
Third District

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Fourth District

MICHAEL D. ANTONOVICH
Fifth District

August 15, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD THIRTEEN
STAGE ONE CHILD CARE SERVICES CONTRACTS
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director, Department of Public Social Services (DPSS), to prepare and execute contracts, in substantially similar form as Enclosure A, with the 13 Alternative Payment Program (APP) agencies as set forth in Enclosure B, and the individual agency costs as stated in Enclosure C for the provision of Stage One Child Care services to CalWORKs participants. The contracts will be renewed for thirty-four months effective September 1, 2006, or the day after Board approval, whichever is later, through June 30, 2009, at an estimated thirty-four month cost of \$401,953,000, funded through CalWORKs Single Allocation. The contracts include a Cost of Living Adjustment (COLA) provision.
2. Delegate authority to the Director of DPSS or designee, to prepare and sign amendments to each contract that result in any decrease, or any increase of no more than 10 percent of the original contract rates in each respective contract when the change is necessitated by additional and necessary services that are required in order to comply with changes in federal, State, or County requirements, and approved cost of living adjustments. Any increase shall not, in the aggregate, go above 10 percent of the original contract rates for each contract. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to execution of such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current contracts for these services were to expire on June 30, 2006, but were extended through September 30, 2006, with additional month-to-month extensions not to exceed six months to complete negotiations.

The recommended action will allow DPSS to continue to provide vital seamless Stage One Child Care services to the County's CalWORKs participants. The services provided assist parents in locating and paying for licensed and license-exempt child care which are safe and stable and help them achieve their educational and employment goals that will help them achieve self-sufficiency.

The APP agencies have provided satisfactory service since December 1998 and have consistently adapted to program changes and requirements.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5: Improve the well-being of children and families in Los Angeles County, Strategy #2: Economic Well-Being: Enhance the ability of families to achieve self-sufficiency and economic well-being and Strategy #5: Educational/Workforce Readiness: Create affordable, accessible and quality child development, educational, cultural, and vocational skill development opportunities for children and families.

FISCAL IMPACT/FINANCING

The total cost of the 13 Stage One Child Care Services contracts is estimated at \$401,953,000. Of this amount, \$320,528,000 is to reimburse the APPs for direct provider payments made to the child care providers. The remaining \$81,425,000 is for administrative costs, including collocation staffing and outreach activities costs, for the APPs to operate the program.

The 10-month cost in the first fiscal year, from September 1, 2006 to June 30, 2007 is estimated at \$117,501,000. Of this amount, \$94,274,000 is to reimburse the APPs for direct provider payments made to the child care providers, and \$23,227,000 is for administrative costs, including collocation staffing and outreach activity costs. These costs are included in the Department's FY 2006-07 Adopted Budget. The estimated total contract costs for FY 2007-08 and FY 2008-09 are \$141,788,000 and \$142,664,000, respectively. The contracts include a COLA provision.

FISCAL IMPACT/FINANCING (contd.)

These costs are fully funded by federal and State revenue allocated for CalWORKs Stage One Child Care. There is no additional net County cost after the required CalWORKs Maintenance of Effort is met. Funding for future years will be included in the Department's annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Education Code 8350 requires three stages of Child Care Services. Section 8351 of the same code requires county welfare departments to manage the first stage (Stage One). Subsection 8351(e) allows counties to contract for any or all of Stage One Child Care services. Stages 2 and 3 Child Care Services are under the jurisdiction of the California Department of Education (CDE). The CDE contracts with the same agencies as DPSS for child care services.

The County has contracted for Stage One Child Care Services since December 1998. The current Stage One contracts went into effect May 1, 2004 and were to expire on June 30, 2006. However, the contracts were extended for three months with additional month-to-month extensions not to exceed six months to complete negotiations.

Per subsection 2.121.250B.1 of the County Code, these contracts are not subject to Prop A contract requirements and, thus, are exempt from the Living Wage Ordinance.

Under the contracts, the APPs must ensure that the parent is provided with the necessary information and assistance to make an informed child care choice, determine that the parent is eligible to receive child care services and the provider meets all eligibility criteria, and process the child care certification within a specified time period. The contractors must also process provider payments.

Deviations in Board mandated County language for Indemnification (now known as Mutual Indemnification), Termination for Convenience of County and Removal of Unsatisfactory Personnel (now known as Reassignment of Personnel) have been reviewed and approved by County Counsel.

The contracts address performance measures, and specify monitoring activities that will be performed by DPSS staff. Monitoring of measurable outcomes include tracking the timeliness of the APPs actions in approving child care, timeliness in processing denials, ensuring the accuracy of the child care approval actions, and the accuracy and timeliness of child care payments.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS (contd.)

Based on the recommendations in the recent Civil Grand Jury report, this contract incorporates new fraud prevention measures including a requirement that the APPs accept only original documents for verification purposes. Also, there is a new requirement that the APPs mail Employment and Training Verification forms directly to the employer/trainer rather than handing forms to participants to have them completed.

DPSS is currently exploring the feasibility of conducting site inspections as a pilot project to verify that child care is being provided.

Past DPSS monitoring of these contracts has found that overall child care services are being provided to our CalWORKs participants in an efficient and effective manner. In addition to the contract compliance requirements, two performance measures have been added to the contracts: Customer Satisfaction and Improving the Child Care Application Approval Rate.

Furthermore, the Auditor-Controller (A-C) monitored the contractors in FY 2003-04, 2004-05 and 2005-06 as part of its A-C Centralized Contract Monitoring Project. Their overall findings show that the APPs have provided the services required by the contract.

All of the contracts contain a Termination for Convenience clause that allows the County to terminate with 30 days notice. The contract with Pomona Unified School District (PUSD) will continue to contain a mutual termination for convenience clause that requires 75 days notice to enable PUSD to notify its Board of Education and provide the required 45 days notice to its employees if staff were to be laid off.

All but two of the contracts are firm-fixed price contracts. These two contracts are actual cost contracts; the City of Norwalk and PUSD. The California Department of Social Services requires contracts with other public agencies to be actual cost contracts. They have additional clauses requiring them to periodically reconcile their billings to actual costs. The contracts also contain a provision which limits the County's obligation if funding is not appropriated by the State and by the Board of Supervisors.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations. The contractor is in compliance with the Jury Service Program. The Living Wage Ordinance does not apply because the recommended contract is a non-Prop A contract.

The contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

The California Department of Social Services has approved our intended action to execute these contracts as sole source contracts. There are no other agencies that can adequately perform this function. Seamless service delivery between Stages 1, 2 and 3 is crucial in ensuring that CalWORKs participants continue to achieve their long-term goals of self-sufficiency.

CONTRACT PERFORMANCE

The current contracts address performance measures, including fiscal deductions/sanctions for failure to meet the performance standards and specify monitoring activities performed by DPSS staff. DPSS' monitoring of these contracts has found that overall, child care services are being provided to our CalWORKs participants in an efficient and effective manner.

The proposed contracts include two additional performance measures. One is related to customer satisfaction and is measured by responses to Customer Satisfaction Surveys of a random sampling of participants and child care providers who rate the contractor as excellent, good, satisfactory or poor. For this performance measure to be met, 80 percent of those surveyed must rate the contractor at a level of satisfactory or better.

The second performance outcome is related to approval and denial rates and is designed to maximize the approval of child care for all eligible participants. For the first six months of the new contract, the Department will measure the number of approvals and denials to establish a base rate. APPs will be expected to increase their approval rates by one-half percent of the base rate in each three-month period of this contract term.

Monitoring of contract requirements will include tracking the timeliness of the APPs' actions in approving child care, timeliness in processing denials, ensuring the accuracy of the child care approval and denial actions, and the accuracy and timeliness of child care payments.

The monitoring of the current contracts is performed on a quarterly basis. The last monitoring of the APP agencies, for the period of July 1, 2005 through September 30, 2005, was completed in May 2006 and the monitoring report was issued in June 2006. Nine of the 13 APP agencies were in compliance with the contract requirements. Four agencies had findings that resulted in fiscal deductions that ranged from \$200 to \$900.

Honorable Board of Supervisors
August 15, 2006
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IMPACT ON CURRENT SERVICES

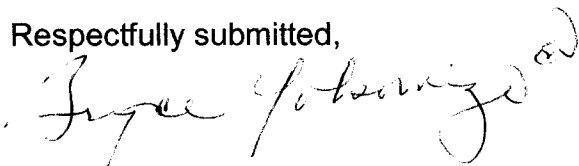
The execution of these Agreements will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

The award of these Agreements will enable the Department to continue providing Stage One Child Care Services to the County's CalWORKs participants.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to send one adopted stamped Board letter to the Director of DPSS.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Bryce Yokomizo", with a small "ad" written at the end of the signature.

Bryce Yokomizo
Director

BY:rh

Enclosures

c: Chief Administrative Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

STAGE 1 CHILD CARE SERVICES CONTRACTORS

1. Center for Community & Family Services (CCFS)
565 North Rosemead Boulevard
Pasadena, CA 91107
2. Child Care Information Service (CCIS)
2698 Mataro Street
Pasadena, CA 91107
3. Child Care Resource Center (CCRC)
16650 Sherman Way, Suite 200
Van Nuys, CA 91406
4. Children's Home Society of California (CHS)
1300 West Fourth Street
Los Angeles, CA 90017
5. City of Norwalk
11929 Alondra Boulevard
Norwalk, CA 90650
6. Connections for Children
2701 Ocean Park Boulevard, Suite 253
Santa Monica, CA 90405
7. Crystal Stairs, Inc.
5110 West Goldleaf Circle, Suite 150
Los Angeles, CA 90056
8. Drew Child Development Corp.
1770 East 118th Street
Los Angeles, CA 90059
9. International Institute of Los Angeles
3845 Selig Place
Los Angeles, CA 90031
10. Mexican American Opportunity Foundation (MAOF)
401 North Garfield Avenue
Montebello, CA 90640
11. Options
100 N. Citrus Street, Suite 300
West Covina, CA 91791
12. Pathways
3550 West 6th Street, Suite 500
Los Angeles, CA 90020
13. Pomona Unified School District (PUSD)
1460 East Holt Boulevard, Suite 130
Pomona, CA 91767

STAGE 1 CHILD CARE

ESTIMATED CONTRACT COSTS

SEPTEMBER 1, 2006 THROUGH JUNE 30, 2009

(All total amounts are rounded to the nearest thousand)

Contractors	FY 2006-07 (September 2006 - June 2007)							FY 2007-08		FY 2008-09		TOTAL
	Case Management	Collocation Staff	Outreach Activity	10-Month Subtotal	Direct Provider Payments	10-Month Total		12-Month Total		12-Month Total		34-Month Total
Center for Community & Family Services	2,432,998	0	10,690	2,443,688	10,478,000	12,922,000		15,614,000		15,733,000		44,269,000
Child Care Information Service	601,189	0	2,640	603,829	2,276,000	2,880,000		3,483,000		3,511,000		9,874,000
Child Care Resource Center	4,103,307	353,445	18,040	4,474,792	17,042,000	21,517,000		25,832,000		25,846,000		73,195,000
Children's Home Society of California	1,932,289	340,910	8,320	2,281,519	8,606,000	10,888,000		13,214,000		13,327,000		37,429,000
City of Norwalk	255,221	0	1,110	256,331	1,040,000	1,296,000		1,551,000		1,563,000		4,410,000
Connections for Children	330,549	0	1,450	331,999	1,421,000	1,753,000		2,118,000		2,134,000		6,005,000
Crystal Stairs, Inc.	5,062,171	342,383	22,250	5,426,803	23,050,000	28,477,000		34,373,000		34,580,000		97,430,000
Drew Child Development Corp.	1,678,427	0	7,380	1,685,807	7,473,000	9,159,000		11,065,000		11,146,000		31,370,000
International Institute of Los Angeles	265,876	0	1,170	267,046	992,000	1,259,000		1,523,000		1,536,000		4,318,000
Mexican American Opportunity Foundation	1,888,808	110,621	8,300	2,007,728	7,549,000	9,557,000		11,562,000		11,664,000		32,783,000
Options	1,172,815	139,630	5,150	1,317,595	5,217,000	6,535,000		7,904,000		7,971,000		22,410,000
Pathways	1,115,518	0	4,900	1,120,418	4,303,000	5,423,000		6,558,000		6,612,000		18,593,000
Pomona Unified School District	916,902	90,440	1,000	1,008,342	4,827,000	5,835,000		6,991,000		7,041,000		19,867,000
TOTAL	21,756,000	1,378,000	93,000	23,227,000	94,274,000	117,501,000		141,786,000		142,664,000		401,953,000

NOTE: Some rounding differences were adjusted.

**DEPARTMENT OF
PUBLIC SOCIAL SERVICES**



**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ALTERNATIVE PAYMENT PROGRAM PROVIDER AGENCIES
FOR
STAGE ONE CHILD CARE SERVICES**

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

SEPTEMBER 2006

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

This Contract is made and entered into this first day of September 2006, by and between the County of Los Angeles (hereinafter "COUNTY") and _____ (hereinafter "CONTRACTOR").

WHEREAS, _____ is qualified to provide the CalWORKs Child Care Resource and Referral and/or Alternative Payment Provider services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such child care services as referrals, orientation, case management, record maintenance, and payments; and

WHEREAS, COUNTY finds it necessary to secure such professional services; and

WHEREAS, based upon non-competitive negotiation under Code of Federal Regulations 45, Part 74 (Administration of Grants) and California Department of Social Services regulations and policies, CONTRACTOR has been selected for recommendation for award of this Contract; and

WHEREAS, this Contract is further authorized by California Government Code Section 26227 and California Education Code 8351(e).

NOW, THEREFORE, the parties hereto agree as follows:

1.0 APPLICABLE DOCUMENTS

- 1.1 Attachments A, B, C, D.....as set forth below, are attached to and form a part of this Contract.
- 1.2 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service or schedule, between the body of this Contract and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:
- 1.3 Attachment A - Statement of Work and Technical Exhibits
- 1.4 Attachment B - CONTRACTOR's Budget
- 1.5 Attachment C - CONTRACTOR Invoice Format
- 1.6 Attachment D - EEO Certification

- 1.7 Attachment E - Nondiscrimination in Services Certification
- 1.8 Attachment F - Compliance of Civil Rights Resolution Agreement
- 1.9 Attachment G - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
- 1.10 Attachment H - CONTRACTOR Employee Jury Service Certification Form
- 1.11 Attachment I - Attestation to Consider GAIN/GROW Participants
- 1.12 Attachment J - Safely Surrendered Baby Law
- 1.13 Attachment K - Charitable Contributions Certification
- 1.14 Attachment L - Internal Revenue Notice 1015
- 1.15 Attachment M - Certification of No Conflict of Interest
- 1.16 Attachment N - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transaction
- 1.17 Attachment O - Zip Codes Served by Each R&R/APP
- 1.18 Attachment P - Monthly Management Report

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Acceptable Quality Level (AQL): A measure to express the allowable leeway or variance from a standard before COUNTY will reject a specific service. An AQL does not imply that Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.
- 2.2 AFLP Offices: Offices of the Adolescent Family Life Program (ALFP) contractors for the COUNTY to provide Cal-Learn services.
- 2.3 AFLP Office Liaison: The individual in each AFLP office who is responsible for working with CONTRACTOR's staff through swift communications, to resolve individual case problems and other issues involving the office.

- 2.4 After-School Enrichment Program: A program which provides after school services to eligible CalWORKs school-age children who are enrolled in schools within the Los Angeles Unified School District, as well as county school districts contracted by the Los Angeles County Office of Education.
- 2.5 Agency Senior Executive: The individual designated in Paragraph 8.43.4 to receive official notices on behalf of the CONTRACTOR.
- 2.6 Allowable Deviation from Perfect Performance (ADPP): A measure to express the allowable variance from the Contract Standard, before COUNTY determines performance to be unsatisfactory.
- 2.7 Appeal: An appeal is the legal right of a public assistance participant to file a request for a State Hearing regarding an eligibility action or inaction on the part of the County which the participant feels is unwarranted.
- 2.8 Appeals and State Hearings (ASH): The section within DPSS that represents the COUNTY at all State Hearing Proceedings.
- 2.9 Applicant: A person whose public assistance application is pending.
- 2.10 Assistant Unit (AU): Per State regulations, AU is defined as a group of related persons living in the same household who have been determined eligible for CalWORKs by the case carrying Eligibility Worker (EW).
- 2.11 Board of Supervisors: The Board of Supervisors of the County of Los Angeles.
- 2.12 Budget: The document that details the CONTRACTOR's costs for providing services and is included in the Contract. Included in the Budget are the following:
- Direct Costs – Payroll, Employee Benefits, Payroll Taxes, Insurance (as required by the Contract), Supplies, Applicable Taxes and Other.
 - Indirect Costs – General Accounting/Bookkeeping, Management Overhead and Other.
 - Total Cost to Contract Services – The total cost of Direct and Indirect Costs.
- 2.13 Bureau of Administrative Services: A bureau within DPSS responsible for development, management and monitoring of DPSS contracts.
- 2.14 Bureau of Program and Policy: A bureau within DPSS responsible for administration and supervision of the CalWORKs Program in Los Angeles County.

- 2.15 Business Days: Business days are Monday through Friday, excluding COUNTY holidays.
- 2.16 California Department of Education (CDE): The California governmental agency which subsidizes the cost of Stage 2 and Stage 3 Child Care services.
- 2.17 California Department of Social Services (CDSS): The California governmental agency which subsidizes the cost of Stage 1 Child Care services.
- 2.18 Cal-Learn: A program mandated by State law, to provide case management and supportive services for CalWORKs participants who are pregnant for custodial parents up to the age of twenty (20), and who do not possess a high school diploma or its equivalent. Cal-Learn operates as part of the GAIN Program.
- 2.19 CalWORKs Program: The State's mandated public assistance program to provide financial assistance including subsidized child care assistance, social services, and employment services to families with dependent children.
- 2.20 CalWORKs Stage One Child Care Participant-Provider Services Agreement: An agreement form (ST1-05) completed by the CalWORKs participant and the child care direct services provider for the provision of CalWORKs child care at the initial application, or anytime a change in provider or other change that will impact the provider payment occurs.
- 2.21 Case Discrepancy Report: Notification to CONTRACTOR of infractions found in the monitoring review of the agency's participant/provider case records, agency's employee records, or through interviews with participants and/or providers.
- 2.22 Child Care: Care provided to children while their current or formerly aided parent(s) is (are) employed, in a County-approved training component or any other County-approved Welfare-to-Work activity.
- 2.23 Child Care Payment to Provider: The direct payment made by CONTRACTOR to a licensed or license-exempt child care provider with whom CONTRACTOR has an independent contract for child care services.
- 2.24 Child Care Program Section: A section within DPSS responsible for administration of the Stage 1 Child Care program including developing and issuing policy and procedures related to Stage 1 Child Care in Los Angeles County.

- 2.25 Child Care Provider: An individual, group or school, licensed or license-exempt, who provides direct child care to one or more children. The Child Care Provider is not considered an employee of the CONTRACTOR or the COUNTY.
- 2.26 Child Care Referral: The information given directly to a CalWORKs participant about a licensed child care provider who has a confirmed available opening and who will accept CONTRACTOR payment for child care.
- 2.27 Children with Exceptional Needs: Children who are developmentally disabled, hard of hearing, deaf, speech impaired, visually handicapped, seriously emotionally disturbed, orthopedically impaired, other health impaired, deaf-blind, multi-handicapped or children with specific learning disabilities, and who have either an active Individualized Education Plan (IEP) or Individualized Family Service Plan (IFSP) who are receiving appropriate special education/early intervention services. The IEP is obtained from the child's school district or Regional Center. The IFSP/IEP is obtained from the Regional Center.
- 2.28 Collocation: CONTRACTOR's staff who are located at, or visit, a DPSS District/Regional Office (DRO), or REP office, to assist CalWORKs participants in establishing stable child care arrangements.
- 2.29 Community Care Licensing Division (CCLD): The division within CDSS responsible for monitoring licensed facilities for compliance with laws and regulations by conducting orientation sessions for potential applicants, issuing or denying licenses, performing on-site facility visits, investigating complaints, and initiating or recommending enforcement actions against facilities.
- 2.30 Completed Child Care Services Agreement: All documents required to authorize child care in any given case, including, as applicable, a Health and Safety Certification or Declaration of Exemption, a Trustline Application or Declaration of Exemption, Employment Verification, Training Verification, provider W-9 form, proof that the provider is age 18 or older, and/or In-Home Affidavit.
- 2.31 Contract: Agreement executed between the COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.
- 2.32 Contract Discrepancy Report (CDR): A report used by the Quality Assurance Evaluator to record contract information regarding discrepancies or problems with CONTRACTOR's performance. If CONTRACTOR's performance is determined to be unsatisfactory, the County Contract Administrator is required to forward a CDR to CONTRACTOR for its response.

- 2.33 Contract Management Division: The Department of Public Social Services' Division responsible for the Contract.
- 2.34 Contract Manager: The individual designated by the CONTRACTOR to administer the Contract operations.
- 2.35 Contractor: The nonprofit corporation or public entity that has entered into this Contract with the County of Los Angeles.
- 2.36 Contractor Payment: A payment made by COUNTY to CONTRACTOR for child care services as defined in Section 5.0 of this Contract.
- 2.37 Co-Payment: Parent/Participant payment made directly to the child care provider when that provider's child care fee exceeds the Regional Market Rate Ceiling. The co-payment is distinct from the Family Fee.
- 2.38 County Contract Administrator (CCA): The person designated by the COUNTY to administer the Contract on a daily basis.
- 2.39 Current Approvals: Those applications approved for the current month and those cases with ongoing approval status.
- 2.40 Delayed Approvals: Those authorizations for which the participant applied for child care assistance in one month, but was not approved until a subsequent month. For example: Application (ST1-01 or MCCR) was filed 01/15/06 and the application was approved on 02/10/06 effective 01/15/06.
- 2.41 Department of Public Social Services (DPSS): The COUNTY department responsible for providing social and financial services to eligible people. The Department is required by the California Department of Social Services to provide Stage One Child Care Services.
- 2.42 DPSS District/Regional Office (DRO): CalWORKs eligibility or GAIN Services offices operated by COUNTY or a COUNTY contractor per Statement Of Work, Paragraph 4.10 and Technical Exhibit 13.6.
- 2.43 Director: The Director of DPSS, County of Los Angeles, or his/her Authorized Representative.
- 2.44 Eligibility Worker (EW): The DPSS employee responsible for determining the eligibility of applicants and participants to CalWORKs.
- 2.45 Equipment: Any item purchased/leased which costs \$500 or more and has a useful life of more than two years.
- 2.46 Family Fee: The amount that a participant/parent shall be required to pay towards child care costs based on the fee schedule established by the State. The Family Fee is distinct from the co-payment.

- 2.47 Fiscal Year (FY): COUNTY FY which commences on July 1 and ends the following June 30.
- 2.48 GAIN Employment Activity and Reporting System (GEARS): A COUNTY automated computer system for the GAIN Program that links COUNTY and CONTRACTOR exchanges of information.
- 2.49 GAIN Program: Acronym for Los Angeles County's Welfare-to-Work Program, "Greater Avenues for Independence", that provides comprehensive Welfare-to-Work services to assist CalWORKs participants in obtaining unsubsidized employment.
- 2.50 GAIN Services Worker (GSW): A DPSS or contracted employee who works with participants enrolled in the GAIN and Cal-Learn Programs.
- 2.51 Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (LEADER): A DPSS computerized eligibility determination system for the CalWORKs and other welfare programs.
- 2.52 Notification: An approved COUNTY form, pamphlet, brochure, or any other means of written communication, other than a "Notice of Action", standardized between all R&R/APP CONTRACTOR agencies which is used by CONTRACTOR to disseminate information to CalWORKs participants or child care providers.
- 2.53 Notice of Action (NOA): A State mandated legal notice to inform CalWORKs participants of actions taken by COUNTY to approve, deny, change, and terminate child care assistance. CDSS NOAs are governed by time line and the specific Turner vs. McMahon format in their usage as specified by CDSS regulations.
- 2.54 Participant: An individual who is receiving assistance through the CalWORKs Program.
- 2.55 Performance Indicators: Characteristics which can be identified objectively to establish the performance of activities and services to the required Contract standards.
- 2.56 Performance Requirements Summary (PRS): Identifies the key performance indicators of the Contract that will be evaluated by COUNTY to assure Contract performance standards are met by CONTRACTOR.
- 2.57 Primary Language: A required designation based on the participant's declaration of the CalWORKs case household's language, as identified on GEARS (ICAS screen), and initiated on the Primary Language Designation Form (PA 481).

- 2.58 Quality Assurance Surveillance Plan (QASP): A plan of action taken by COUNTY for monitoring CONTRACTOR's performance.
- 2.59 Quality Assurance Program: All necessary measures taken by CONTRACTOR to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.60 Random Sample: A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stands a statistically equal chance of being selected for inspection.
- 2.61 Regional Market Rate (RMR) Ceiling: The maximum amount the State of California reimburses for subsidized child care in a region based on market surveys.
- 2.62 Resource and Referral/Alternative Payment Program (R&R/APP) Agency: A CONTRACTOR who provides both resource and referral and alternative payments.
- 2.63 REP Office Liaison: The individual in each Refugee Employment Program (REP) office who is responsible for working with CONTRACTOR's staff to resolve individual case problems.
- 2.64 REP Office: Refugee Employment Program (REP) contractors of the COUNTY which provide CalWORKs services to designated refugee or immigrant populations.
- 2.65 Retroactive Approvals: Those approved cases with a start date prior to the application date.
- 2.66 Sample Size: The number of units or services to be checked in a given time period.
- 2.67 Self-Initiated Program (SIP): A program that leads to employment in which the GAIN mandatory CalWORKs participant is enrolled prior to the GAIN appraisal.
- 2.68 Severely Disabled Children: Children with either an active IEP or IFSP who require instructions and training in programs serving pupils with the following profound disabilities: i.e. autism, blindness, deafness, severe orthopedic impairments, serious emotional disturbance or severe developmental disability. The IEP is obtained from the child's school district or Regional Center. The IFSP/IEP is obtained from the Regional Center.

- 2.69 Single Index: A computer program that permits terminal users to access the LEADER data base for the purpose of performing case inquiries to determine if a child care applicant/participant has an open CalWORKs case.
- 2.70 Standard: The acceptable level of performance set by COUNTY for performing a contracted service or activity.
- 2.71 Statement of Work: This Contract's requirements for provision of child care, the standards associated with those services and the methods for monitoring CONTRACTOR's performance.
- 2.72 Subcontractor: An individual or business firm contracted to perform all or part of the work defined in Attachment A, Statement of Work. Subcontractors shall not include child care providers.
- 2.73 Variable Work Schedule: Work days and hours that are not predictable. Work schedules that vary from week to week in ways that are predictable, such as rotating schedules, are not considered to be variable work schedules.
- 2.74 Welfare-to-Work Plan: The Contract between DPSS and a CalWORKs participant that states what Welfare-to-Work activities will be completed by a CalWORKs participant and what services will be provided by DPSS, so the participant can work toward self-sufficiency.
- 2.75 Welfare-to-Work Program: A program to assist parents/participants on public assistance to achieve economic self-sufficiency by obtaining unsubsidized employment.

3.0 SCOPE OF WORK

CONTRACTOR shall provide Stage One Child Care Services as specified in Attachment A, Statement of Work.

4.0 TERM OF CONTRACT

The term of this Contract shall be for thirty-four months and subject to the early termination provisions in this Contract. The Contract shall commence September 1, 2006 and shall continue through June 30, 2009.

CONTRACTOR shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for herein above. Upon occurrence of this event, CONTRACTOR shall send written notice to the Department of Public Social Services at the address provided herein.

5.0 **COMPENSATION**

CONTRACTOR compensation shall consist of three components, 1) Operational/Administrative Fees, 2) Fixed Fees for Collocation Staffing and Outreach Activities, and 3) Direct Provider Payments.

5.1 Operational/Administrative Fees

CONTRACTOR shall invoice, and COUNTY shall pay, the pay point rate times the number of accrual periods per case handled by the CONTRACTOR each month. CONTRACTOR shall invoice per the provisions in Section 5.5, Invoicing.

5.1.1. The pay point rate shall be \$ xxxxxxxx per month for the following:

- a. Payments that are authorized for the first time in the current month (not to include retroactive months).
- b. Payments that are authorized for the first time in the current month for the previous month (not to include retroactive months).
- c. Payments for ongoing approvals at any time during the month.
- d. Enhanced Referrals for licensed child care (including Short-Term Child Care), without an approval or denial in the month.
- e. Payments where retroactive child care is approved (not to exceed one month for any retroactive case, except in cases where a State hearing decision requires retroactive child care payments beyond one month. In these situations, the payment shall not exceed two months).
- f. After-School Enrichment payments.

CONTRACTOR shall count each case only once in any given accrual period.

5.1.2 Notwithstanding Paragraph 5.1.1 above, the pay point rate may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding July 1, 2006, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office for the prior

12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.

5.2. Fixed Fees:

COUNTY shall pay to CONTRACTOR a fixed monthly fee for collocation staffing and Outreach activity as set forth below. Both are included in the CONTRACTOR Budget, Attachment B.

5.2.1 For the term of this Contract, the fixed monthly fee for collocation staffing shall be \$xxxx per month.

5.2.1.1 CONTRACTOR shall, with prior written approval from COUNTY, adjust collocation staffing. The fixed monthly fee, based on either an increase or decrease of staff, shall be proportionately adjusted, and a contract amendment executed per 8.7, Changes and Amendments of Terms.

5.2.1.2 Notwithstanding Paragraph 5.2.1 above, the fixed monthly fee for collocation staffing shall be increased equal to the percentage COLA approved as specified in Paragraph 5.1.2 above.

5.2.2 For the term of this Contract, the fixed monthly fee for Outreach activities shall be \$xxxx per month.

5.3 Direct Provider Payments

5.3.1 CONTRACTOR shall make direct provider payments for child care rendered as provided in the Statement of Work. COUNTY shall reimburse CONTRACTOR monthly for the actual amount of direct provider payments issued.

5.3.2 If this Contract is terminated for Convenience of County, per Section 8.54, or a new contract does not continue the services of this Contract beyond June 30, 2009, CONTRACTOR shall make no Direct Payments after termination date of Contract and shall forward all outstanding invoices to COUNTY.

5.3.3 CONTRACTOR shall issue to COUNTY, no later than fifteen (15) calendar days after termination of Contract, a list and diskette of providers with outstanding Provider Payment Requests for child care rendered prior to termination of Contract, for whom no payment was issued, unless COUNTY and CONTRACTOR have entered into a new Contract which sets a later date for the delivery of such a list

and diskette. COUNTY shall reconcile CONTRACTOR list to ensure previous payment has not been issued prior to assuming sole responsibility for receiving outstanding Provider Payment Requests and issuing requested payments after date of termination. If COUNTY disagrees with the CONTRACTOR's list of Provider Payment Requests, COUNTY and CONTRACTOR shall meet within ten (10) calendar days and resolve the disagreements.

5.4 Contractor Budget:

CONTRACTOR budget, Attachment B, is included for the purpose of providing an estimated cost basis for the negotiated fee-per-unit of services (pay point rate) and for the fixed monthly payment amount, and to establish general levels of total staffing which CONTRACTOR anticipates will be needed to complete the work required by the Contract.

CONTRACTOR may amend its budget and staffing without prior approval of the COUNTY, except that CONTRACTOR must maintain its collocation staffing at the level indicated in the collocation portion of the budget. CONTRACTOR will report its total full-time equivalent staffing paid by this Contract, not including staff paid through indirect funds, on each Monthly Management Report, which will include the following:

- A. Total current full-time equivalent positions assigned to this Contract;
- B. Current full-time equivalent employees assigned to this Contract;
- C. Current full-time equivalent positions temporarily vacant for which new staff are being recruited, and;
- D. A count of CONTRACTOR employees paid by Contract funds.

5.5 Invoicing:

5.5.1 CONTRACTOR shall invoice COUNTY and COUNTY shall pay CONTRACTOR for the services and direct provider payments described in Section 5.1 through 5.3 above.

5.5.2 CONTRACTOR shall invoice the COUNTY on a monthly basis, by the 10th calendar day of each month for the previous month, using the Stage 1 CONTRACTOR Monthly Invoice, Attachment C, which reflects the four (4) payment points.

- 1. Operational/Administrative Fee, and
- 2. Fixed Fee for Collocation Staff, and
- 3. Outreach Activities cost, and
- 4. Actual Direct Provider Payments issued.

5.5.3 CONTRACTOR shall breakout and subtotal the Operational/Administrative Fee and Actual Direct Provider Payments issued according to five (5) programmatic subcategories:

1. GEARS Cases (participants who do not fall into any of the other four subcategories, B.-E. below);
2. Exempt - Not on GEARS;
3. Licensed - Not on GEARS;
4. ASE - On Aid;
5. ASE - Off Aid.

5.5.4 CONTRACTOR shall submit Invoice to:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411
Attn: Contract Manager

5.5.5 Upon receipt of complete CONTRACTOR's Monthly Invoice with records of approved cases not on GEARS (Exempt and Licensed) and After School Enrichment Program cases with participants off cash aid, which are not on GEARS, COUNTY will pay the amount billed by CONTRACTOR which shall include approved and After School Enrichment accrual periods on GEARS. COUNTY will then reconcile Invoices for accuracy and documentation.

Within fifteen (15) business days of receipt of Invoice and documentation, the SOS will provide CONTRACTOR with a notice of the results of the month's reconciliation, including any non-supported claims for payment which will be deducted from future Invoices. CONTRACTOR and COUNTY shall work together to resolve the discrepancies.

CONTRACTOR shall attempt to respond, with documentation, to COUNTY's notice of the results of the reconciliation within twenty (20) calendar days. COUNTY shall attempt to reply to CONTRACTOR responses within twenty (20) calendar days. If resolution has not been reached, CONTRACTOR shall request an in-person meeting coordinated by Contract Management Division, which shall be scheduled within ten (10) calendar days. If resolution of discrepancies results in an additional amount owed CONTRACTOR, COUNTY shall issue a supplemental check to CONTRACTOR for the month within fourteen (14) calendar days of resolution. If resolution of discrepancies results in an overpayment to CONTRACTOR, COUNTY shall deduct the overpayment amount from the CONTRACTOR's next invoice.

- 5.5.5.1 COUNTY shall route to CONTRACTOR's designated printer, by the fifth (5th) working day of each month, a Detail Report of Stage 1 Child Care Payments, with APP-IDs attached, to reconcile GEARS records to CONTRACTOR's Monthly Activity Report.
- 5.5.5.2 COUNTY and CONTRACTOR have a mutual interest in minimizing the number of discrepancies between CONTRACTOR's Monthly Invoice and the Detail Report. Therefore, COUNTY and CONTRACTOR shall:
 - 5.5.5.2.1 Ensure that CONTRACTOR'S Monthly Invoice and the Detail Report cover one calendar month, exactly, and do not include any authorizations or payments made in any other month, as specified in sub section 5.5.6 below.
 - 5.5.5.2.2 CONTRACTOR shall input into GEARS all approvals, denials and Enhanced Referrals made in a month and all other data required for CW115 and CW115(A) reports by the last day of the month. Payments shall be input into GEARS per Section 6.3.1, Statement of Work.
 - 5.5.5.2.3 CONTRACTOR and COUNTY shall maintain identical formats between the CONTRACTOR's Monthly Activity Report and the Detail Report, except that CONTRACTOR's Monthly Activity Report shall not include the Parent Identification Number (PID) or Child Identification Number (CID). A change to either report shall only be made if there is an identical change made to the other report, effective the same month.
- 5.5.6 CONTRACTOR shall make any corrections or additions to a prior Monthly Invoice, using the CONTRACTOR Invoice Adjustment Page, which shall be submitted along with the CONTRACTOR's Monthly Invoice. Corrections or additions to all prior months shall be included on a single Adjustment Page. Additional approvals, denials, Enhanced Referrals or direct provider payments shall be itemized on the Monthly Activity Report in a section separate from payments which are included on page 3 of the CONTRACTOR's Monthly Invoice, and shall be organized in the same order as described in paragraphs 5.5.2 and 5.5.3 above. CONTRACTOR may include on the Contractor Operational/Administrative Invoice

Adjustment Page no more than two months administrative fees for processing retroactive approvals, including months in a prior Fiscal Year or months prior to the start of this Contract, on the basis that CONTRACTOR's work is performed and direct provider payments are made in the current Fiscal Year.

No retroactive administrative fees shall be paid to CONTRACTOR if the reason the authorization is being completed retroactively is due to CONTRACTOR's delinquent processing of the approval.

- 5.5.7 COUNTY shall pay CONTRACTOR Invoices within fifteen (15) calendar days of receipt and validation of each complete Invoice, except for any reduction due to discrepancy, as specified in Paragraph 5.5.5 above.
- 5.5.8 After CONTRACTOR files its Final Fiscal Year Invoice, including any adjustments for prior months, if COUNTY determines that CONTRACTOR has been underpaid, COUNTY shall pay CONTRACTOR's approved Final Invoice within 30 calendar days of receipt of Invoice and determination funds are owed CONTRACTOR. If COUNTY determines that CONTRACTOR has been overpaid, CONTRACTOR shall pay COUNTY within 30 calendar days of receipt of Invoice. If CONTRACTOR does not agree on the amount owed, COUNTY and CONTRACTOR shall meet within 10 calendar days and resolve the disagreement.
- 5.5.9 The Final Invoice for each Fiscal Year shall be due no later than August 15th of the following Fiscal Year. COUNTY shall not be liable for services rendered for Final Invoices received more than twenty (20) calendar days following Final Invoice due date.

5.6 Invoice Quarterly Reconciliation: **(NORWALK AND PUSD ONLY)**

- 5.6.1 COUNTY shall reconcile CONTRACTOR's Monthly Invoice quarterly. CONTRACTOR shall submit an original Reconciliation Invoice to the Contract Management Division within thirty (30) calendar days following the end of each quarterly reconciliation period. The Reconciliation Invoice shall detail actual cost expenditures of the CONTRACTOR for the prior Contract quarter. The first Reconciliation Invoice for this Contract shall cover the first one-month period of direct services (September 2006).
- 5.6.2 CONTRACTOR shall include, with the Reconciliation Invoice, the detailed line item support documentation to validate the Reconciliation Invoice amounts, in accordance with Attachment B, CONTRACTOR's Budget, which includes but is not limited to the following:

- A. Administrative costs and support services costs.
 - B. Personnel expenditures by pay classification, salaries, etc.
 - C. Contract expenditures, not listed in A and B above, shall be listed separately, e.g., fringe benefits, supplies, equipment, and any other information found necessary by CONTRACTOR or COUNTY.
 - D. Any prorated cost(s) shall be clearly identified on the Reconciliation Invoice.
- 5.6.3 Any reconciling adjustments to the monthly payment shall be handled in accordance to the provisions as stated below:
- 5.6.3.1 Payment to CONTRACTOR may be subject to deduction for liquidated damages, as defined in Terms and Conditions, Subsection 5.5, Invoicing.
 - 5.6.3.2 CONTRACTOR shall provide details for under-payments and/or over-payments claimed on the Reconciliation Invoice. COUNTY shall adjust the following month's invoice payments to correct any discrepancies if the monthly payments differ from actual cost expenditure reported.
 - 5.6.3.3 COUNTY has the discretion of not making payments for months subsequent to the month in which a Reconciliation Invoice is due, until the reconciliation has been received and processed by COUNTY.
 - 5.6.3.4 If the quarterly reconciliation finds that COUNTY's dollar liability was more than payments made by the COUNTY to CONTRACTOR, or that COUNTY's liability for such services is less than payments made by COUNTY to the CONTRACTOR, then COUNTY shall either credit or deduct the difference against the following month's payments hereunder to CONTRACTOR.

In no event shall COUNTY's maximum obligation under this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract for each Fiscal Year of the Contract.

5.7 Advances and Settlements

It is the intent of COUNTY and CONTRACTOR to provide CONTRACTOR advance funds to enable CONTRACTOR to immediately make direct provider payments, and to cover CONTRACTOR'S operational/administrative services and fixed fee costs.

5.7.1. COUNTY shall provide CONTRACTOR with advance funds for both operational/administrative services and direct provider payments. The amount of advance funds in the CONTRACTOR's predecessor contract that expires August 31, 2006 shall be carried over to this Contract.

5.7.2. At any point that direct provider payments are increasing so rapidly that the CONTRACTOR would not have sufficient advance funds on hand to immediately pay all direct provider payments, CONTRACTOR may request an additional advance so that all providers may be paid on time. Such request shall be in writing and include justification of need and a detailed accounting of all advance payments to date. COUNTY shall determine the amount of the additional funds to be provided to CONTRACTOR and shall issue the determined amount within fifteen (15) business days of receipt of written request. Notwithstanding any other section of this Contract, CONTRACTOR shall not be required to issue direct provider payments except from funds provided by the COUNTY, and no points pursuant to Technical Exhibit 13.1, Performance Requirement Summary, shall be assessed against CONTRACTOR if a delay in making direct provider payments is due to insufficient funds from COUNTY.

5.7.3. COUNTY shall recoup all advances by June 30 of each fiscal year by offsetting the advances from the CONTRACTOR's invoices. Recovery of the Operational/Administrative advance funds shall be made by offsets to the CONTRACTOR's April and May invoices. Recovery of the Direct Provider Payment advance funds shall be made by offsets to the CONTRACTOR's April, May and June special invoices. COUNTY shall provide CONTRACTOR with a notice of the recovery process, similar to the notice issued in April 2006 for Fiscal Year 2005-06 advance recovery providing the details of the recovery and the dates that all invoices must be submitted. If any additional recouping is necessary, CONTRACTOR shall pay COUNTY by cash payment within three (3) calendar days of the final determination by COUNTY of the amount of the payment.

5.7.4. COUNTY shall immediately reissue advances by July 10 of the new fiscal year to ensure CONTRACTOR has sufficient funds to meet July expenses.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County Contract Administrator (CCA)

The COUNTY shall designate one person who will act as the CCA on all matters pertaining to this Contract. Specifically, the CCA or alternate shall:

- 6.1.1 Provide direction to the CONTRACTOR in areas relating to policy, procedural requirements, service performance requirements, and information pertaining to the Contract.
- 6.1.2 Monitor the CONTRACTOR's service performance in daily operations of this CONTRACT.
- 6.1.3 Negotiate with CONTRACTOR on changes in service requirements pursuant to the Contract Section, Section 8, Terms and Conditions, Subparagraph 8.7, Changes and Amendments of Terms.
- 6.1.4 Not be authorized to make changes in the Standard Terms and Conditions of this Contract and is not authorized to obligate the COUNTY in any way whatsoever.
- 6.1.5 Inform the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at any time a change of CCA is made.

6.2 Quality Assurance Evaluator (QAE)

- 6.2.1 The QAE is responsible for the quality monitoring of CONTRACTOR's performance. The QAE may or may not be the same person as the CCA.
- 6.2.2 The QAE is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate DPSS in any way whatsoever.

6.3 Special Operations Section (SOS) – Child Care Processing Unit (CCPU)

The SOS – CCPU is responsible for reconciling the CONTRACTOR's monthly invoices to the invoice back-up materials. The SOS – CCPU notifies the CONTRACTOR if there are discrepancies and notifies the CCA when invoice adjustments must be made.

6.4 DPSS District/Regional Office Liaison (DOL)

- 6.4.1 The DOL or alternate designated for each DPSS district/regional office will be responsible for working with the CONTRACTOR's staff at the office level on individual family cases and will work to resolve any problem or issue involving that office.
- 6.4.2 The DOL shall work with the Contract Manager or alternate on problems involving the CONTRACTOR's staff whom the DOL determines is not performing satisfactorily.
- 6.4.3 The DOL shall report to the CCA any problem that CONTRACTOR and the DOL were not able to resolve at the office level.
- 6.4.4 The DOL is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate DPSS in any way whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Agency Senior Executive

The Senior Executive shall be the official named in Paragraph 8.43.4 of this Contract for receipt of official notices.

7.2 Contract Manager

- 7.2.1 The CONTRACTOR shall provide a Contract Manager who will act as a liaison with the COUNTY and be responsible for the overall management and coordination of this Contract and the performance of the work. The Contract Manager or alternate designated in writing to act on the CONTRACTOR's behalf, shall respond to any questions or concerns within one business day of verbal notice from the CCA or alternate, excluding weekends and holidays.
- 7.2.2 The Contract Manager or alternate shall have full authority to act for CONTRACTOR on all Contract matters relating to the daily operation of this Contract.
- 7.2.3 The Contract Manager and any alternate shall be identified in writing prior to the Contract start date and at any time thereafter a change of Contract Manager or alternate is made.
- 7.2.4 The CONTRACTOR's Contract Manager is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate CONTRACTOR to DPSS in any way whatsoever.

7.3 Other CONTRACTOR Staffing

- 7.3.1 The CONTRACTOR shall employ staff with background experience and expertise to provide the services required in the Statement of Work.
- 7.3.2 The CONTRACTOR shall provide bilingual staff to meet the needs of the COUNTY's CalWORKs participants receiving services from CONTRACTOR. The CONTRACTOR shall have a methodology for verifying that bilingual employees are competent in reading, writing, and speaking both English and the other languages in which they are providing services. The CONTRACTOR's methodology shall be shared with the COUNTY upon request.
- 7.3.3 The most common languages needed by the CONTRACTOR are identified on Technical Exhibit 13.6, but the CONTRACTOR must provide services in any language when needed. (Attachment A, Statement of Work, Section 3.2). The most common languages are the eight threshold languages: Armenian, Cambodian, Chinese, English, Korean, Russian, Spanish and Vietnamese.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT BY CONTRACTOR

The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.

Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.2 AUDIT SETTLEMENT

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith, not to exceed 30 calendar days, by the CONTRACTOR to COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

COUNTY will notify CONTRACTOR of any audit dispute and permit CONTRACTOR to participate in any response. Nothing in this section constitutes a waiver of CONTRACTOR's rights and remedies.

8.3 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that its signatory to the Contract is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

8.4 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar

reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)

CONTRACTOR hereby acknowledges that the COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, CONTRACTOR certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which the COUNTY may immediately terminate or suspend this Contract.

8.6 CHANGES OF ADDRESS

Either party can designate a new address by giving written notice to the other party.

8.7 CHANGES AND AMENDMENTS OF TERMS

The parties may change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.7.1 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the COUNTY Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.
- 8.7.2 For any revision, which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR except as provided in Section 8.7.3 herein below.
- 8.7.3 The DPSS Director may prepare and sign amendments to the Contract without further action by the COUNTY Board of Supervisors under the following conditions:
 - 8.7.3.1 Amendments shall be in compliance with applicable COUNTY, federal and State regulations.
 - 8.7.3.2 The Amendment is for a decrease in the Contract costs.
 - 8.7.3.3 The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services (DPSS).
 - 8.7.3.4 The Amendment is for an increase of no more than ten (10) percent of the original Contract amounts, and is necessitated by additional and necessary services that are required for the CONTRACTOR to comply with changes in federal, State, or COUNTY requirements.
 - 8.7.3.5 DPSS shall obtain the approval of COUNTY Counsel or his/her designee for an amendment to this Contract.

8.8 CHILD/ELDER ABUSE/FRAUD REPORTING

- 8.8.1 CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Section 11166 and 11167.
- 8.8.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days.

- 8.8.3 CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 8.8.4 CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.
- 8.8.5 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR and its officers, directors, employees, agents and representatives against any and all liability, demands, claims, cost, losses, damages, recoveries, settlements, judgments and expenses (including reasonable attorney's fees and fees and expenses incurred in enforcing this indemnity provision) incurred by CONTRACTOR arising from CONTRACTOR's compliance with Section 8, paragraphs 8.8.1 through 8.8.5 whether due to CONTRACTOR's passive or active negligence. This indemnity shall be applicable to any and all such claims as described herein that occur during the term of this Contract, whenever they are made. Each party hereby acknowledges that the indemnity expressed in this section was negotiated and each was represented by independent legal counsel.

8.9 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*; *Section 504 of the Rehabilitation Act of 1973*, as amended; the *Age Discrimination Act of 1975*; the *Food Stamp Act of 1977*; the *Americans with Disabilities Act of 1990*; WIC Section 10000; California Department of Social Services *Manual of Policies and Procedures, Division 21*; and other applicable federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to Attachment D, CONTRACTOR's EEO Certification and Attachment E, CONTRACTOR's Nondiscrimination in Services Certification."

In addition, a Resolution Agreement between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was

signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall sign and comply with the terms of the Contractor/Vendor Assurance of Compliance of Civil Rights Resolution Agreement as set forth in Attachment F, and as directed by DPSS.

8.10 COLLECTIVE BARGAINING AGREEMENT

To comply with California Department of Social Services Regulations, Section 23-610 (d) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining contract covering employees providing services under the Contract.

8.11 COMMUNICATION

The CONTRACTOR shall endeavor to maintain the good will and spirit of cooperation that exists between the COUNTY and welfare advocacy groups who represent participants provided services under this Contract. Cooperation shall include verbal and written communications, attendance at meetings and submission of written materials for CalWORKs participants, as also specified in Attachment A, Statement of Work, Paragraph 8.1.5.

8.12 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide COUNTY with the CONTRACTOR's written policy for receiving, investigating and responding to user complaints.

8.12.1 The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.12.2 If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the revised plan to COUNTY within five (5) business days.

8.12.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

8.12.4 CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

8.12.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.12.6 Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

8.13 COMPLETION OF CONTRACT

8.13.1 Two months prior (or shorter time period if determined by COUNTY), to termination or expiration of this Contract, CONTRACTOR shall allow COUNTY or newly selected CONTRACTOR a transition period for orientation purposes and the orderly transition of CONTRACTOR's current operation without additional costs to COUNTY. This transition shall include any and all specific tasks and standards required of the CONTRACTOR pursuant to Attachment A, Statement of Work and Technical Exhibits, of this Contract.

8.13.2 CONTRACTOR shall provide assistance for an orderly transition of the work back to COUNTY or another CONTRACTOR by the provision of personnel, plans and training. During this transition period CONTRACTOR shall continue to process work timely and accurately so that the operation is current at the termination or expiration of this Contract.

8.14 COMPLIANCE WITH LAWS

8.14.1 CONTRACTOR agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

- A. California Welfare & Institutions Code.
- B. California Department of Social Services (CDSS) Manual of Policies and Procedures.
- C. California Department of Social Services Operational Manual.
- D. Social Security Act.
- E. State Energy and Efficiency Plan (Title 24, California Administrative Code).
- F. Clean Air Act (Section 306, 42USC 1857 (h)).

- G. Clean Water Act (Section 508, 33USC 1368).
- H. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).
- I. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}.
- J. Cost Principles for Educational Institutions, Office of Management and Budget (OMB) Circular A-21.
- K. Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87.
- L. Cost Principles for Non-Profit Organizations, OMB Circular A-122.
- M. Audits of State, Local Governments, and Non-Profit Organizations, OMB Circular A-133.
- N. Various State regulations and releases as listed on Technical Exhibit 13.8 to Attachment A, Statement of Work.

8.14.2 CONTRACTOR shall maintain all licenses required to perform the Contract.

8.14.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

8.15 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.15.1 Jury Service Program

This Contract is subject to the provisions of the COUNTY's ordinance entitled "Contractor Employee Jury Service" (Jury Service

Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. CONTRACTOR's compliance is verified on Attachment H, CONTRACTOR Employee Jury Service Program Certification Form and Application for Exception.

8.15.2 Written Employee Jury Service Policy

- 8.15.2.1 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
- 8.15.2.2 For purposes of this sub-paragraph, "CONTRACTOR" means a person, partnership, corporation, or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.
- 8.15.2.3 If CONTRACTOR uses any subcontractor to perform services for COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract.
- 8.15.2.4 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the

Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

8.15.2.5 CONTRACTOR's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.16 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The CONTRACTOR shall comply with all wages and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

8.17 CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all records obtained from CalWORKs participants and/or the COUNTY under the Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to Attachment G, "Contractor

Employee Acknowledgment and Confidentiality Agreement.” By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual welfare case records or welfare cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

8.18 CONFLICT OF INTEREST

8.18.1 No COUNTY employee whose position with the COUNTY enables such employee, to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY’s approval or ongoing evaluation of such work.

8.18.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

8.19 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.20 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give

consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR. CONTRACTOR shall complete and sign Attachment I, Attestation of Willingness to Consider GAIN/GROW Participants.

NOTE: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.21 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.21.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.21.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.22 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster as set forth in Attachment J of this Contract, in a prominent position at the CONTRACTOR'S place of business. DPSS will supply the CONTRACTOR with the poster to be used.

8.23 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment J of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.24 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification, Attachment K, Charitable Contribution Certificate, the COUNTY seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with the California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202).

8.25 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.25.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

8.25.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR has with the COUNTY.

- 8.25.3 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 8.25.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.25.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.25.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.25.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately

demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

- 8.25.8 The Contractor Hearing Board will consider a request for review of a debarment only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period to termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 8.25.9 These terms shall also apply to subcontractors/subconsultants of County Contractors.

8.26 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.27 COVENANT AGAINST FEES

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

8.28 DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

8.29 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

8.29.1 CONTRACTOR shall develop all publicity material in a professional manner.

8.29.2 During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the Director. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

8.29.3 CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 8.29 shall apply.

8.30 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing. This Section 8.30 does not apply to child care providers.

8.31 EMPLOYEE SAFETY

The CONTRACTOR will assure that the CONTRACTOR's employees:

8.31.1 Are covered by an effective Injury and Illness Prevention Program.

8.31.2 Receive all required general and specific training on employee safety.

8.32 FISCAL ACCOUNTABILITY

CONTRACTOR shall adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-Profit Organizations and OMB Circular A-133 Audits for States, Local Governments and Non-Profit Organizations.

8.33 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulations or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Any non-performance which is excused hereunder shall not be used in calculating the degree of deviation in the Performance Requirement Summary.

8.34 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Division.

8.35 GOVERNMENT OBSERVATIONS

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

8.36 INDEPENDENT CONTRACTOR STATUS

This Contract is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and the CONTRACTOR. The CONTRACTOR understands and agrees that all Contractor Employees furnishing services to the COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of the CONTRACTOR and not of the COUNTY. The CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the CONTRACTOR pursuant to this Contract.

8.37 INSURANCE - GENERAL REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following program(s) of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

It is understood that insurance requirements, as specified in Sub Section 8.36 and Sub Section 8.37, apply to the CONTRACTOR, CONTRACTOR's employees and subcontractors. It is understood that providers are not subcontractors of this Contract.

8.37.1 Evidence of Insurance

Prior to commencing services under this Contract, certificates or other evidence of coverage satisfactory to COUNTY shall be delivered to:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411
Attn: Contract Manager

Such certificates or other evidence shall:

Specifically identify this Contract.

Clearly evidence all coverage required in this Contract.

Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance, except that if the cancellation is due to non-payment, the written notice by mail may be only by ten (10) days in advance of cancellation.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.

Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained loss related costs, including, but not limited to expenses or fees or both, related investigations, claims administrations and legal defense.

8.37.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

8.37.3 Failure to Maintain Coverage

Failure by CONTRACTOR to procure and maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract.

COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.37.4 Notification of Incidents, Claims or Suits

CONTRACTOR shall report to COUNTY:

- 8.37.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which results in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within one (1) business day of occurrence.
- 8.37.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- 8.37.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.
- 8.37.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract. Provider payment fraud shall be reported as specified in Statement of Work, Section 9, Fraud Referrals.

8.38 INSURANCE - COVERAGE REQUIREMENTS

8.38.1 General Liability

General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury	\$ 1 million
Each occurrence	\$ 1 million

8.38.2 Automobile Liability

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles or coverage for “any auto.”

8.38.3 Workers’ Compensation and Employers’ Liability

Workers’ Compensation and employers’ liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California, and for which CONTRACTOR is responsible. If CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other Federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

8.38.4 Crime Coverage

Insurance protecting against Employee Dishonesty with limits not less than \$100,000 per occurrence covering against loss of money, securities, or other property referred to in this Contract, and naming the COUNTY as loss payee.

8.38.5 Property Damage

Personal property insurance endorsed naming the County of Los Angeles as loss payee, providing deductibles of no greater than five (5)% of the property value, and providing special form (“all risk”) coverage of the full replacement value of County-owned or leased property. This coverage shall apply to the County property described in Section 2 of the Statement of Work.

8.38.6 Compensation for COUNTY Costs

In the event that CONTRACTOR fails to comply with any of the indemnification or CONTRACTOR insurance requirements of this CONTRACT, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs including legal and collection fees incurred by COUNTY.

8.38.7 Insurance Coverage Requirements for Sub-contractors

CONTRACTOR shall ensure any and all sub-contractors performing services under this Contract meet the insurance requirements of this Contract by either:

8.38.7.1 CONTRACTOR providing evidence of insurance covering the activities of sub-contractors, or

8.38.7.2 CONTRACTOR providing evidence submitted by sub-contractor evidencing that sub-contractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

8.39 LIQUIDATED DAMAGES

CONTRACTOR breaches the Performance Requirements Summary as defined in Attachment A, Statement of Work, Technical Exhibit 13.1, Performance Requirement Summary and Chart, COUNTY will have a claim against CONTRACTOR for the sum specified in the PRS, to be paid by the CONTRACTOR in accordance with the Contract as liquidated damages. This Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract, and shall not, in any manner restrict or limit the COUNTY's right to terminate this Contract as agreed herein.

8.40 MUTUAL INDEMNIFICATION

8.40.1 CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees and agents (COUNTY) from and against any and all liability and expense, including defense costs and legal fees, and claims for damages, including, but not limited to, bodily injury, death, personal injury, property damage, and/or violation of any applicable Municipal, County, federal and State laws and regulations, Court Rules or ordinances resulting from or connected with CONTRACTOR's acts or omissions, resulting from its performance of this Contract.

- 8.40.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all CONTRACTOR employee Worker's Compensation suits, liability, or expense resulting from its performance of this Contract and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements, as set forth in Section 8.38.3, to any and all CONTRACTOR personnel for injuries arising from or connected with services performed under this Contract.
- 8.40.3 CONTRACTOR shall indemnify COUNTY, and hold harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by CONTRACTOR of the aforementioned obligations and covenants.
- 8.40.4 COUNTY shall indemnify, defend and hold harmless CONTRACTOR, its agents, officers and employees from and against any and all liability, and expense, including defense costs and legal fees, and claims for damages, including, but not limited to, bodily injury, death, personal injury, property damage, and/or violation of any applicable Municipal, County, federal and State laws and regulations, Court Rules or ordinances resulting from or connected with COUNTY's acts or omissions, in administering child care on behalf of COUNTY, under this Contract.
- 8.40.5 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR, its agents, officers and employees from any and all COUNTY employee Worker's Compensation suits, liability, or expense resulting from its performance of this Contract and will bear the sole responsibility and liability for furnishing Worker's Compensation benefits in an amount and form to meet the State of California's statutory requirements to any and all COUNTY personnel for injuries arising from or connected with services performed under this Contract.
- 8.40.6 COUNTY shall indemnify CONTRACTOR, and hold harmless from any and all loss, damage, costs, and expenses, including reasonable attorney's fees, suffered or incurred on account of any breach by COUNTY of the aforementioned obligations and covenants.
- 8.40.7 COUNTY agrees to indemnify, defend and hold harmless CONTRACTOR, its directors, officers, employees, agents, and representatives from and against any and all liability, claims, lawsuits, demands, costs and expenses of any nature whatsoever ("claims"), including without limitation defense costs, legal fees and

claims based on federal and California constitutions, federal and California law, including, without limitation employment, labor, tax and workers' compensation laws, and claims for bodily injury, death, personal injury or property damage, which arise out of, relate to, result from or are connected with CONTRACTOR's services, activities, acts, errors or omissions in administering child care on behalf of COUNTY under this Contract.

8.41 NONDISCRIMINATION IN EMPLOYMENT

CONTRACTOR shall comply with all laws and regulations as defined in Equal Employment Opportunity EEO (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*). CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable federal and State anti-discrimination laws and regulations. CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the CONTRACTOR's facilities, where they are easily accessible to the CONTRACTOR's employees.

8.41.1 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation. Such action shall include, but is not limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.41.2 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.

8.41.3 CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 8.41 when so requested by the COUNTY.

8.41.4 CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or

ancestry, religion, sex, marital status, political affiliation, age or condition of disability. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.

8.41.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of Contract upon which COUNTY may determine to cancel, terminate, or suspend this Contract. While COUNTY reserves the right to determine independently that the Equal Employment Opportunity (EEO) provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or federal EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this Contract.

8.41.6 The parties agree that in the event the CONTRACTOR violates the EEO provisions of this Contract, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.

8.41.7 The CONTRACTOR shall sign Attachment D, CONTRACTOR's EEO Certification.

8.42 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING TERMINATION OF CONTRACT

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of the Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of the Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of the Contract.

8.43 NOTICES

8.43.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of

this Contract, that party shall, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

8.43.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings, conciliations, grievance, State and other public hearings as requested by the COUNTY. The COUNTY will give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings or public hearings. If the appropriate CONTRACTOR staff is unavailable to attend, CONTRACTOR shall notify COUNTY immediately and COUNTY will attempt to reschedule the meeting.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) business days advance notice.

The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and the COUNTY.

8.43.3 Delivery of Notices

Delivery of notices shall be accomplished by e-mail, facsimile, hand-delivery, Fed-Ex, or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

8.43.4 Notices to the CONTRACTOR

Any such notice and the envelope containing same notice shall be addressed to the CONTRACTOR as follows:

EXECUTIVE DIRECTOR
AGENCY NAME
AGENCY ADDRESS
CITY, CA, ZIP CODE

8.43.5 Notices to the COUNTY

Notices and envelopes containing same notice to the COUNTY shall be addressed to:

Department of Public Social Services
Contract Management Division, Section II
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411
Attn: Ida L. Rivera, Chief

8.43.6 Suspension/Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the CONTRACTOR.

8.44 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the

Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment L, Internal Revenue Service Notice 1015.

8.45 OWNERSHIP OF DATA/EQUIPMENT

8.45.1 The COUNTY shall be sole owner of all rights, titles and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data and information which have been prepared, developed or maintained by CONTRACTOR pursuant to this Contract to the extent allowed by State law.

8.45.2 COUNTY shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by CONTRACTOR or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Contract.

8.46 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from COUNTY and all materials, data, reports and other information of any kind

developed by CONTRACTOR under this Contract are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 8.46 shall survive the expiration or other termination of this Contract.

8.46.1 Recognizing that COUNTY has no way to safeguard trade secrets or proprietary information, CONTRACTOR shall, and does, hereby keep and hold COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of trade secrets and proprietary information. COUNTY shall not require CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by COUNTY to successfully complete the services under the Contract.

8.46.2 COUNTY shall not require CONTRACTOR to provide any information that is proprietary to it; provided, however, that if COUNTY requests CONTRACTOR proprietary information in order to successfully complete the services under this Contract, CONTRACTOR shall mark such information "PROPRIETARY" and COUNTY shall limit reproduction and distribution to the minimum extent consistent with COUNTY's need for such information, and, when COUNTY no longer needs such information, but in no event later than expiration or other termination of this Contract, COUNTY shall either (1) cause all copies of such information to be returned to CONTRACTOR, or (2) certify to CONTRACTOR that all copies of such information have been destroyed.

8.47 REASSIGNMENT OF PERSONNEL

The COUNTY, at its sole discretion, may require CONTRACTOR to remove any of CONTRACTOR's non-managerial workers from performing any direct services with families or providers pursuant to this Contract. At the request of the COUNTY, the CONTRACTOR shall immediately replace said personnel. Under no circumstance, will the COUNTY request or require the CONTRACTOR's worker to be terminated from its employment with the CONTRACTOR. That decision is solely within the discretion of the CONTRACTOR.

8.48 RECORDS RETENTION AND INSPECTION

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to the performance of this Contract. CONTRACTOR agrees that the COUNTY, or its authorized

representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. COUNTY reserves the right to conduct record inspection and audits with no advance notification to CONTRACTOR when certain extenuating circumstances exist such as allegations of fraud or abuse. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR in a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.49 RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible during the term of the Contract.

8.50 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations. CONTRACTOR shall remove and replace any of its employees from the provision of services hereunder within forty-eight (48) hours of receipt of written notice from the Director that (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

8.51 SHRED DOCUMENTS

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution. Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/ papers to be shredded are to be placed

in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with subparagraph 8.48, of this Contract are to be maintained for a period of five (5) years.

8.52 SUBCONTRACTING

8.52.1 No performance of this Contract or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the DPSS Director. This written consent shall be provided by way of amendment executed by the DPSS Director, or designee, pursuant to Section 8.7 (Changes and Amendments of Terms). Advance consent will be provided to CONTRACTOR within fifteen (15) business days with execution of the Contract Amendment to be completed as expeditiously as possible. Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Contract without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Contract. In the event of such a breach, the Contract may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

8.52.2 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of the allowability of any cost under the Contract. In no event shall approval of any subcontract by the COUNTY be construed as affecting any increase in the amount provided for in the Contract. The CONTRACTOR's request for approval to enter into a subcontract shall include:

8.52.2.1 A description of the service to be provided by the proposed subcontractor;

8.52.2.2 Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;

8.52.2.3 An indication of whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veteran business enterprise;

8.52.2.4 A resume of the potential subcontractor's background and experience; and

8.52.2.5 A copy of the proposed subcontract.

8.52.3 In the event that the COUNTY should consent to subcontracting, the CONTRACTOR shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."*

8.52.4 Subcontracts shall comply with Section 23-604 of the *California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP)*. When CDSS provides COUNTY notices of changes in State regulations, COUNTY will provide same to CONTRACTOR.

8.52.5 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner that will meet the *California Department of Social Services Manual of Policies and Procedures (MPP)*, Sections 23-610 through 23-615.

8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 8.21, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the COUNTY Board of Supervisors may terminate this Contract pursuant to Section 8.55, Termination For Default of the CONTRACTOR.

8.54 TERMINATION FOR CONVENIENCE OF THE COUNTY

8.54.1 Performance of services under this Contract may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be

effected by delivery to CONTRACTOR of a thirty (30) calendar days prior written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

8.54.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

- A. Immediately stop services, which shall include elimination of all new costs and expenses and all other ongoing costs and expenses under this Contract on the date and to the extent specified in the Notice of Termination;
- B. Taking all reasonable and necessary steps to cancel all leased or rented space agreements entered into through June 30, 2006 to perform the services terminated hereunder;
- C. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- D. After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined within five (5) months of the effective date of termination. COUNTY shall include with the payment a statement explaining COUNTY'S determination of the payment.

8.54.3 COUNTY shall pay the agreed amount, within sixty (60) days of receipt of CONTRACTOR'S termination claim, provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated or completed.

8.54.4 Said amount shall include all payments due CONTRACTOR through the date upon which such termination becomes effective and in accordance with Section 8.42. CONTRACTOR shall not incur new costs which extend beyond the termination date.

- 8.54.5 Upon termination of this Contract, CONTRACTOR shall deliver to DPSS all reports, computer software programs and COUNTY equipment within ten (10) business days after effective date of termination of this Contract. COUNTY shall acknowledge in writing receipt of all items described in this paragraph, and CONTRACTOR shall be released thereby from any responsibility for the items returned. Such returned items shall not be subject to the record retention requirements of this Contract, as defined in this Section 8.48.
- 8.54.6 In the event of termination of this Contract, CONTRACTOR shall comply with the provisions of Record Retention and Inspection, Section 8.48.

8.55 TERMINATION FOR DEFAULT OF THE CONTRACTOR

- 8.55.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:
- 8.55.1.1. Contractor has materially breached this Contract; or
 - 8.55.1.2. CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.55.1.3. CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 8.55.2 In the event the COUNTY terminates this Contract in whole or in part as provided in this Section 8.55, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent it is not terminated under the provisions of this sub-paragraph.

- 8.55.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 8.55.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault of negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph 8.55.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.55.4 If, after the COUNTY has given notice of termination under the provisions of this Section 8.55, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 8.53 or that the default was excusable under the provisions of sub-paragraph 8.55.3, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 8.54, Termination For Convenience of the COUNTY.

In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in sub-paragraph 8.55.1, CONTRACTOR and COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of subparagraph 8.55.2 be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation

to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amount due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of sub-paragraph 8.40, Indemnification.

- 8.55.6 The rights and remedies of the COUNTY provided in this sub-paragraph 8.55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.56 TERMINATION FOR IMPROPER CONSIDERATION

- 8.56.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 8.56.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.56.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.57 TERMINATION FOR INSOLVENCY

- 8.57.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- A. Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the means of the Federal Bankruptcy Code;
- B. The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- C. The appointment of a Receiver or Trustee for the CONTRACTOR; or
- D. The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.57.2 The rights and remedies of the COUNTY provided in this subparagraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.58 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.59 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current Fiscal Year are subject to federal, State or COUNTY's legislative appropriation for this purpose. In the event this Contract extends into succeeding Fiscal Year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

In the event of non-appropriation of funds, procedures in Termination for Convenience of the COUNTY shall apply.

8.60 TIMELY COMPLETION

Time is of the essence in the provision and completion of the work provided to COUNTY as stipulated in this Contract, as is the timely conveyance of reporting deliverables to COUNTY, as also stipulated in this Contract.

8.61 USE OF COUNTY PREMISES

CONTRACTOR shall use COUNTY space and services as follows:

8.61.1 PURPOSE OF SCOPE OF UTILIZATION - Under this Contract, CONTRACTOR shall utilize COUNTY premises designated as collocated sites as set forth in, Technical Exhibit 13.6, hereunder. It is expressly understood that this Contract does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

8.61.2 OPERATIONAL SPACE AND RESPONSIBILITIES –

CONTRACTOR shall:

- A. Keep the area occupied in a clean and sanitary manner.
- B. Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all property belonging to CONTRACTOR that is installed or placed within the areas occupied.
- C. Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of CONTRACTOR's activities on the premises.
- D. Upon termination or expiration of the Contract, restore the area occupied to the conditions that existed prior to the commencement of the activities authorized by the Contract, other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.
- E. Permit COUNTY representatives hereinafter designated in the Statement of Work to enter the area occupied at any time for the purpose of determining whether CONTRACTOR's activities are being conducted in compliance with the terms of the Contract, or for any other purpose incidental to the performance of the duties required by COUNTY.

- F. Make no alterations or improvements to the premises furnished for the conduct of the authorized activities without COUNTY's written approval, other than for placement therein of personal property required for the conduct of said activities.
- G. All personal property furnished by CONTRACTOR, including personal property installed or placed on the premises, shall be removed by CONTRACTOR upon termination of the Contract.

8.62 VALIDITY

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision.

8.63 VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within one business day or longer as determined by COUNTY, excluding weekends and holidays.

8.64 WAIVER

No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

8.65 WARRANTY

The CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within one business day after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the COUNTY of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

COUNTY OF LOS ANGELES

By _____
Bryce Yokomizo, Director
Department of Public Social Services

Date

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____
Deputy County Counsel

Date

CONTRACTOR

By _____

Date

ATTACHMENT A
STATEMENT OF WORK
AND
TECHNICAL EXHIBITS

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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PREAMBLE COUNTY HEALTH AND HUMAN SERVICES

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more

consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and value statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK

1. GENERAL

1.1 Scope of Work

CONTRACTOR shall provide all personnel, materials, supervision and other items or services necessary to meet the requirements of this Contract. The specific goal is to ensure child care is received when needed by CalWORKs participants with dependent children in the assistance unit age 10 and younger and through age 12 if funding is available, and through the age of 18 for severely handicapped/exceptional needs children. The ultimate choice of actual child care provider, whether licensed or license-exempt, shall be decided by the parent.

CONTRACTOR shall explain parental choice options to all participants and shall provide referrals to licensed family child care providers and child care centers when requested by participants. CONTRACTOR shall call and verify availability for referrals given to all participants. CONTRACTOR shall authorize child care payments, send Provider Payment Requests, notifications, and Notices of Action. CONTRACTOR shall make child care payments to child care providers and shall update GEARS via file transfer protocol (interface) with CONTRACTOR's automated system. CONTRACTOR shall adhere to Administrative Directives that are consistent with this Agreement's provisions.

All parties agree to operate Stage 1 Child Care to achieve the following goals:

- 1.1.1 Assist parents to move from welfare to economic self-sufficiency by assisting parents in locating and paying for, licensed and license-exempt child care services which are safe and stable.
- 1.1.2 Assist children to develop and realize their potential by assisting parents in choosing quality child care.
- 1.1.3 Support the CalWORKs Program operated by the Los Angeles County Department of Public Social Services.
- 1.1.4 Assist parents by verifying that an appropriate child care space is available prior to referring a participant to a licensed child care provider.
- 1.1.5 Ensure that CalWORKs is a coordinated part of, and supports the broader child care system in Los Angeles COUNTY.
- 1.1.6 Ensure true parental choice. Parents must not be directed in selecting a particular type of care.

- 1.2 Quality Assurance - COUNTY shall monitor CONTRACTOR's performance under this Contract using the quality assurance procedures specified in the Performance Requirements Summary, or any other such procedures as defined in this Contract.

- 1.2.1 Government Observations - Federal, State and/or COUNTY personnel approved by COUNTY administrative management personnel, in addition to departmental contracting staff, may observe performance activities, documents and products under this Contract at any time during hours of operation as defined in Section 1.3, Statement of Work. However, these personnel may not unreasonably interfere with CONTRACTOR performance.
- 1.2.2 COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and performance standards.
- 1.2.3 The CCA and/or QAE and CONTRACTOR will make every effort to resolve minor discrepancies during the monitoring visit.
- 1.2.4 Monitoring Hours - CONTRACTOR shall be available for monitoring activities Monday through Friday 8:00 a.m. to 5:00 p.m. except on COUNTY recognized holidays.
- 1.2.5 Case Discrepancy Reports - When COUNTY monitors CONTRACTOR's performance under the terms of this Contract, COUNTY will issue Case Discrepancy Reports to Contract Manager when it is determined minor case infractions have occurred.
- 1.2.6 Contract Discrepancy Reports - In the event of a serious discrepancy, the CCA and/or QAE will issue a Contract Discrepancy Report to the Contract Manager. The Contract Manager shall respond in writing to the Contract Discrepancy Report within ten (10) business days from the date of receipt of the Report at the agency. CONTRACTOR is assumed to have received the Contract Discrepancy Report three (3) business days from the date the Report is dated, or three (3) business days from post mark on envelope (if postmark is later than date of report).
- A. If CONTRACTOR agrees with the finding in the Contract Discrepancy Report, CONTRACTOR shall respond with a Corrective Action Plan, including a statement that CONTRACTOR agrees with the finding, its action to resolve the specific finding, and its future action to monitor its performance to prevent a repetition of the problem. If this Corrective Action Plan is acceptable to COUNTY, or a mutually agreed upon revision is acceptable to COUNTY, the discrepancy shall be considered resolved.
- B. If CONTRACTOR does not agree with the finding in the Contract Discrepancy Report, CONTRACTOR shall respond with a Request for Dispute Resolution, including a statement that CONTRACTOR does not agree with the finding, its reasons for not agreeing with the finding, and any action it proposes that CONTRACTOR and/or COUNTY take to resolve the dispute.

- C. In response to a Request for Dispute Resolution, the Contract Manager and CCA will meet within five (5) business days to discuss the problem. Minutes of the meeting shall be prepared by the CCA. The Contract Manager shall either sign the minutes within five (5) business days of presentation of the minutes, or present CONTRACTOR's version of the minutes to the CCA. The Contract Manager and CCA shall make every effort to resolve the dispute. If they find a resolution they shall put the resolution down in writing in the minutes and both sign the minutes.
- D. If the CCA and Contract Manager do not resolve the dispute, the dispute shall be referred to the Agency Senior Executive and DPSS Director or designee, who shall meet within ten (10) business days to resolve the dispute (or later, if by mutual agreement).
- E. The decision of the DPSS Director shall be final.
- F. Any CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, shall be reported to the Board of Supervisors with recommended remedial actions.
- G. If the dispute is not eventually resolved to the COUNTY's satisfaction, COUNTY may terminate this Contract or impose other actions as specified in this Contract, in which event CONTRACTOR's rights and remedies under law are preserved, including a claim of breach of Contract.

1.3 Hours of Operation

- 1.3.1 Public Access Hours - CONTRACTOR's main office shall be open from 8:00 a.m. to 5:00 p.m. Monday-Friday, except for COUNTY recognized holidays, and one consistent weekday evening from 5:00 p.m. to 7:00 p.m., to meet the needs of CalWORKs Stage 1 and Stage 2 participants. CONTRACTOR shall have multilingual staff available in the major languages, as specified in Technical Exhibit 13.6 of this Contract for the servicing of Stage 1 and 2 cases, during these hours. When CONTRACTOR must obtain a translator for a participant needing services in other languages, CONTRACTOR may request participant return at a specific date and/or time. This shall be done as soon as possible so not to delay services.

It is expressly understood and agreed that while CONTRACTOR will not be required to routinely provide full services on Saturdays and on other weekday evenings to 7:00 p.m., CONTRACTOR shall remain open until 7:00 p.m. on one consistent weekday and shall provide for Saturday appointments or evening appointments on the other four weekdays between 5:00 p.m. and 7:00 p.m., as necessary, to meet the needs of specific participants.

Main office telephones shall be staffed during all CONTRACTOR Public Access Hours. CONTRACTOR shall have staff available to respond to calls in English and Spanish during all Public Access Hours, as defined in Section 1.3.1, Statement of Work. CONTRACTOR shall have staff available to respond to calls in other languages as required by Technical Exhibit 13.6 from 8:00 a.m. to 4:00 p.m., Monday through Friday.

- 1.3.2 Collocated Staff Hours - CONTRACTOR's collocated staff shall be available at assigned DPSS District/Regional Office (DRO), as well as at contracted Refugee sites, during the days and hours specified in Technical Exhibit 13.6, unless otherwise authorized by the District/Regional Manager. Replacement staff shall be required only as specified in Section 4.7, Statement of Work.
- 1.3.3 COUNTY Contact Hours - CONTRACTOR Contract Manager or alternate shall be available Monday through Friday from 8:00 a.m. to 5:00 p.m. to respond to inquiries of CCA or alternate, except on COUNTY recognized holidays. The CCA shall provide lists of COUNTY holidays at the beginning of each calendar year during the term of this Contract.
- 1.3.4 Notwithstanding Sections 1.3.1, 1.3.2 and 1.3.3, with advance written notification to COUNTY, CONTRACTOR may close its offices and collocation sites up to three calendar days per year for staff training. Such training days may not be contiguous business days, and no more than one such day shall be scheduled in any one week. CONTRACTOR shall provide the CCA and each DRO, ALFP office and REP office, as designated in Technical Exhibit 13.6, at least thirty (30) calendar days advance written notice before closure for a training day. CONTRACTOR shall designate a contact person during planned training days of closure consistent with Section 1.3.3. The advance written notice shall specify the name and telephone number of the contact person.

2. COUNTY FURNISHED ITEMS

2.1 Computer and Access

- 2.1.1 COUNTY shall provide for CONTRACTOR's use of the following computer equipment to access the GEARS program:
 - A. CPU, monitor, mouse, keyboard and printer or network printer; or
 - B. CPU with Belkin switch, mouse, keyboard and printer or network printer (GEARS) will appear on agency provided monitor which will be shared with agency CPU and programs.
- 2.1.2 COUNTY shall provide the same amount of computer equipment that was provided to CONTRACTOR as of the last day of the prior Contract, per the completed inventory required in Section 2.1.3 below.

- 2.1.3 A complete inventory of all COUNTY equipment, as well as the specific condition and serial number, if available, provided to CONTRACTOR by COUNTY at DRO and at CONTRACTOR's offices, shall be taken by CONTRACTOR and COUNTY at the start of Contract services.
 - 2.1.4 COUNTY shall be responsible for physical security of GEARS and COUNTY equipment at collocated DROs.
 - 2.1.5 CONTRACTOR shall request GEARS access for staff newly assigned to Stage 1 by submitting a completed GEARS User Request form and a signed GEARS Security Agreement, via fax or e-mail to the GEARS Security Officer, Angela Scott. She can be reached via Lotus Notes or at ascott@ladpss.org. COUNTY shall provide GEARS access to CONTRACTOR within four (4) business days.
- 2.2 Maintenance, Repair, Replacement of COUNTY Provided Items - COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear, of COUNTY provided equipment. CONTRACTOR shall be responsible for repair and replacement costs of equipment due to CONTRACTOR staff abuse or carelessness.
- 2.2.1 COUNTY shall have responsibility for repair or replacement of telephones and/or lines at COUNTY facility due to theft or damage.
 - 2.2.2 Computer equipment shall be in a clean, air-conditioned environment.
 - 2.2.3 CONTRACTOR shall notify their Contract Administrator when COUNTY provided computer system fails, computer system needs to be moved, or system components need repair or maintenance. COUNTY shall respond with technical repair staff at CONTRACTOR's office(s) within four (4) business days to repair computer equipment. COUNTY shall respond as soon as logistically possible to CONTRACTOR's request to move equipment, depending on the specific site needs.
- 2.3 Space/Furnishings
- In DROs, COUNTY shall provide CONTRACTOR with sufficient space mutually agreed to by both parties for the following items also provided by the COUNTY: a desk, a chair, a telephone, and a terminal from which GEARS or LEADER will be available for each R&R/APP collocated CONTRACTOR staff.
- COUNTY will make every effort to provide parking availability to collocated CONTRACTOR staff. Collocated staff shall wear identification badges provided by COUNTY in compliance with building security measures.

2.4 Training

- 2.4.1 COUNTY shall provide Stage 1 Child Care Program training to CONTRACTOR's staff as often as required and as program changes occur, within sixty (60) days of request.
- 2.4.2 COUNTY shall arrange for the training of CONTRACTOR's staff on CalWORKs supportive services, including the presence of representatives from supportive services contractors, as needed.
- 2.4.3 COUNTY shall arrange for the training of CONTRACTOR's staff on Civil Rights. This may be through direct training of CONTRACTOR's staff by COUNTY trainers or through a train-the-trainer program if the train-the-trainer program is agreed upon by COUNTY and CONTRACTOR.
- 2.4.4 COUNTY shall arrange, as needed, for training of CONTRACTOR's staff on GEARS.
- 2.4.5 COUNTY may provide cultural awareness and sensitivity training, and materials to CONTRACTOR staff. If COUNTY provides such training, CONTRACTOR shall insure that all CONTRACTOR staff are trained.
- 2.4.6 COUNTY shall provide fraud awareness training.
- 2.4.7 COUNTY shall provide Domestic Violence (DV) awareness training to appropriate CONTRACTOR staff.
- 2.4.8 CONTRACTOR shall ensure that all contract staff attends COUNTY-provided training on equipment usage as directed by COUNTY.

2.5 Materials - COUNTY shall provide for CONTRACTOR's use:

- 2.5.1 A quarterly list of DPSS offices that includes the name and telephone number of the DOL, Child Care Coordinators and GAIN Services Supervisors for each office.
- 2.5.2 A list of COUNTY observed holidays.
- 2.5.3 Necessary GEARS Handbook and security information and revisions (if requested).
- 2.5.4 A supply of Civil Rights Complaint forms, PA 607, for use by CalWORKs participants in reporting civil rights complaints.
- 2.5.5 Upon request, DPSS Operations Handbook Section 21 on Civil Rights Program, State Manual Section 23-600 on Purchase of Service and all other documents referenced in this Contract with which the CONTRACTOR must comply.

2.5.6 COUNTY shall provide CONTRACTOR with written translations of all COUNTY forms, notices and NOAs which CONTRACTOR is required to use. CONTRACTOR is not required to translate COUNTY forms, notices and NOAs.

2.5.7 Civil Rights posters for posting in CONTRACTOR's lobby.

2.5.8 Civil Rights brochures for display in CONTRACTOR's lobby.

3. CONTRACTOR FURNISHED ITEMS

3.1 General - CONTRACTOR shall furnish necessary personnel, space, equipment, supplies, and training except as provided by COUNTY, as specified in Section 2.0, above, to perform all services required by this Contract.

3.2 Language Services

3.2.1 CONTRACTOR shall provide staff to meet the language needs of the COUNTY's CalWORKs participants receiving services from CONTRACTOR as specified in Technical Exhibit 13.6 for participants in CalWORKs Stage 1 and Stage 2. When staff cannot meet the language needs of the participant, the CONTRACTOR shall utilize other options such as contracted interpreters or Language Line Services. CONTRACTOR staff must not request that the applicant/participant bring her/his own interpreter. The applicant/participant shall retain the right to use her/his own interpreter, but shall never be required to do so. The use of minors as interpreters is strongly discouraged, except in emergency situations and at the participant's request.

3.2.2 CONTRACTOR must ensure forms and documents are provided to the applicant/participant in her/his primary language as designated on the Primary Language Designation form (PA 481) and found on the GEARS ICAS Screen.

3.2.3 When participant's primary language is other than one of the eight (8) threshold languages (Armenian, Cambodian, Chinese, English, Korean, Russian, Spanish and Vietnamese), CONTRACTOR shall provide forms and documents in English and provide an exact and complete verbal translation using a certified translator or other authorized agent.

3.2.4 When a participant's primary language is other than English or the participant is hearing-impaired, information shall be provided either through written materials in the appropriate language or by presentation of an interpreter in the language the participant understands, i.e., American Sign Language (ASL).

3.3 Computer Equipment, Supplies and Security - As determined by CONTRACTOR, CONTRACTOR shall provide necessary computer equipment, and supplies (e.g., paper and printer ribbons), except as provided by COUNTY in Section 3.1.

3.3.1 CONTRACTOR shall be responsible for all equipment costs (terminals, controller, etc.) incurred as a result of CONTRACTOR's request for additional equipment beyond that number included in the awarded Contract.

CONTRACTOR shall provide COUNTY advance written notice of the need for additional equipment as soon as CONTRACTOR is aware of such a need. CONTRACTOR'S written request shall include, but is not limited to; justification for the request, specific equipment being requested, date that installation is needed, the address the equipment will be installed, a statement that the CONTRACTOR assumes responsibility for payment, and the billing address; to include a specific name, title and address for billing purposes.

Costs are to be paid directly to the GEARS CONTRACTOR or to the COUNTY, at COUNTY option, within thirty (30) days of equipment installation.

3.3.2 Notwithstanding Section 2.1 above, CONTRACTOR shall be responsible for all site preparations costs (including lines, cables, etc.), incurred as a result of CONTRACTOR's request for equipment relocation, a move to another facility, an additional office or a new service site. Any of these costs incurred by the COUNTY or GEARS contractor, shall be paid directly to the GEARS contractor or to the COUNTY, at COUNTY option, within thirty (30) days of equipment relocation/installation.

3.3.3 CONTRACTOR shall report to the CCA, the loss, vandalism or theft of COUNTY computer supplies and equipment within 24 hours after discovery. For stolen equipment, CONTRACTOR shall contact the local law enforcement agency and submit a copy of the police report to the CCA within 24 hours, excluding week ends and holidays.

3.3.4 For equipment located at CONTRACTOR's facilities, CONTRACTOR shall provide all security for COUNTY computer terminals and printers and computer access to ensure that the equipment is secure, and confidentiality of CalWORKs participants' records is maintained. CONTRACTOR shall provide security adequate to protect all COUNTY data in any media. Equipment must be secured to work stations in locked space. Electronic data must be password protected to ensure only authorized staff have access.

3.4 Equipment - CONTRACTOR shall provide all equipment necessary to perform all services required by this Contract, except as identified in Section 2.1 above.

3.4.1 Specifically, CONTRACTOR shall provide sufficient telephone lines at its main office for CalWORKs participants, providers and DPSS staff to contact CONTRACTOR for the purpose of responding to client inquiries regarding child care referrals, payments, providers, etc., and for providers to contact CONTRACTOR for assistance understanding the Provider Payment Request process, completing the Provider Payment Requests, or other information needs related to child care.

3.4.2 CONTRACTOR shall have responsibility for installation, repair and replacement of telephones and/or lines at CONTRACTOR's facility.

3.5 Site Preparation - CONTRACTOR shall be responsible for funding all site preparation costs, including the data drop for workstation(s) and provide electrical cabling if needed. This includes any facility alterations and furniture upgrades to house the equipment.

4. COLLOCATION/SWIFT COMMUNICATION; ELIGIBILITY DETERMINATION

4.1 Levels of Service

4.1.1 CONTRACTOR shall provide daily on-site collocation services, with the numbers of regular staff and substitute staff and during the hours of operation at GAIN Region and designated DPSS district offices (including subcontracted offices), as specified in Technical Exhibit 13.6.

4.1.2 CONTRACTOR shall provide swift communication services, plus a prearranged weekly visit of no less than one hour per week from an agency staff person, perhaps Floater Staff, for purposes of coordination and good communication, at DPSS district offices (including subcontracted offices), as specified in Technical Exhibit 13.6 unless shorter visit is mutually agreed upon with CalWORKs District Office Deputy District Director.

4.1.3 CONTRACTOR shall provide swift communication services and contact/liaison person services to AFLP and REP contractors, as specified in Technical Exhibit 13.6.

4.2 CONTRACTORS providing collocation services shall be responsible for providing those services to all CalWORKs participants seeking services at their assigned offices, regardless of which Stage 1 Child Care CONTRACTOR will provide case management services. The minimum services that collocation staff shall provide are:

4.2.1 Explaining CalWORKs Stage 1 Child Care Services to any interested CalWORKs participant, including, but not limited to, explaining the consequences of providing inaccurate or incomplete information, answering questions, including information as appropriate on parental choice, access to license and license-exempt child care providers, participant responsibilities to provide for selection of a provider, availability

of referrals to licensed child care, the provider payment system, retroactive child care and requirements for authorization of child care and reauthorization of child care.

- 4.2.2 Determining presumptive eligibility for Stage 1 Child Care within four (4) business days of collocation staff receiving a Stage 1 Child Care Request (ST1-01) from a participant or GSW, including handing or mailing to the participant either an application acknowledgement letter notifying them of presumptive eligibility, including the name, address and phone number of the Stage 1 Child Care CONTRACTOR to which the application is being forwarded; or a NOA denying child care (ST1-11). Certification of presumptive eligibility shall be based on the following factors: 1) The case is an approved CalWORKs case, or an approved CalWORKs case with a sanctioned participant, or a CalWORKs case for which cash aid has been terminated within the last 24 months and the participant chooses to use license-exempt in-home child care or the participant is in a Specialized Supportive Services component; 2) The participant is employed or in a COUNTY-approved Welfare-to-Work activity/self-initiated program, or there is an authorized GAIN component on GEARS with an actual or expected start date; 3) The participant is between jobs, or COUNTY-approved Welfare-to-Work activity/self-initiated program, for no more than 30 calendar days and is using a licensed child care provider (as specified in 5.9.1 hereunder); and 4) The participant has at least one eligible child.
- 4.2.3 Issuing a non-eligibility letter (ST1-16) to a person who submits a CalWORKs Stage 1 Child Care Request form and is not a CalWORKs participant. The collocated staff person shall refer the person to the appropriate resource and referral program for any other child care assistance they may need.
- 4.2.4 Providing COUNTY-approved presentations during GAIN group orientations at the GAIN office, in coordination with other presenters. Presentations shall include, but not be limited to, an explanation of the Stage 1 child care system, information on parental choice options including licensed and license-exempt child care, Trustline and Health and Safety Certification information for appropriate license-exempt providers, an explanation of the payment process and retroactive child care payments, distribution of CalWORKs Stage 1 Child Care Request (ST1-01) forms, distribution of other DPSS approved or required child care material, and information on where or how to individually talk with collocated staff.
- 4.2.5 Maintaining communications with the District Manager, Supervisors, Child Care Coordinator(s), GSWs and EWs at the assigned office.
- 4.2.6 Providing enhanced referrals, if requested by the participant, for any case that will be managed by the following Stage 1 CONTRACTORS: City of Norwalk, Drew Child Development Corporation or International Institute of Los Angeles. For cases needing enhanced referrals that will be managed

by another Stage 1 CONTRACTOR, the referrals shall be provided by that other CONTRACTOR as part of case management services.

- 4.2.7 Providing ST1-05 forms and related information to participants who are being referred to the collocation CONTRACTOR for case management. The ST1-05 may, at CONTRACTOR's discretion, be provided from CONTRACTOR's main office. Collocation staff shall not provide ST1-05 forms to participants being referred to any other Stage 1 CONTRACTOR for case management services.
- 4.2.8 Maintaining COUNTY approved brochures and other printed materials in the GAIN or District lobby, including replenishing these materials weekly at offices that are visited weekly. COUNTY will provide a rack for the materials or a space for a CONTRACTOR supplied rack.
- 4.3 CONTRACTOR'S collocation staff shall forward the application file via fax, courier or first class mail on the same day presumptive eligibility is determined to the appropriate Stage 1 Child Care CONTRACTOR for ongoing case management. The application file shall include: a completed and signed ST1-01 or GEARS MCCR screen, copy of the letter acknowledging presumptive eligibility and any other relevant information. The appropriate CONTRACTOR is determined by providers' zip code. If provider is not yet known, the appropriate CONTRACTOR is determined by participant's residing zip code.
- 4.4 CONTRACTOR's collocation staff shall retain child care denial NOAs (ST1-11) issued by collocation staff at the collocation office for three (3) months, and then forward the NOAs to CONTRACTOR's main office for retention in a denial file.
- 4.5 If CONTRACTOR's collocation staff are unable to timely process all CalWORKs Stage 1 Child Care Request (ST1-01) forms, staff will first process all requests that will be forwarded to another Stage 1 Child Care CONTRACTOR, and may then process forms for participants who will receive case management services from the collocation staff's agency. These forms may be processed at the agency's main office providing case management services.
- 4.6 CONTRACTOR's collocation staff shall maintain a single log of all CalWORKs Stage 1 Child Care Request (ST1-01) forms received, including the case name, case number, provider zip code (if known), date of receipt of the form, who submitted the form, whether presumptive eligibility was determined, and for approvals, the agency to which the case was forwarded for case management and the date of forwarding. This log shall be maintained at the collocation office for one year after the end of the current fiscal year for inspection by the DPSS office manager, by the Quality Assurance Evaluator (QAE), or Child Care Program Section staff, or by any other Stage 1 Child Care CONTRACTOR; after which the logs shall be maintained at the main office of the CONTRACTOR for the period required by Section 8.48 (Record Retention and Inspection) of this Contract. CONTRACTOR shall not be required to maintain any case files at its collocation offices.

- 4.7 CONTRACTOR shall have an operational plan in place, and available for review by COUNTY, to replace collocated personnel, when necessary, within one (1) calendar day, whenever a vacancy occurs or an absence of more than one (1) week, or when needed to insure that collocated staff are always available at an assigned office. CONTRACTOR shall not be required to provide replacement staff when sufficient other collocated staff are available to maintain all services on a given day and an absence is due to illness, vacations, emergencies or training of less than one (1) week's duration. During vacancies or absences CONTRACTOR shall maintain compliance with the language requirements of Technical Exhibit 13.6; and shall insure that replacement staff have GEARS computer skills, with user identification numbers.
- 4.8 CONTRACTOR shall ensure that its collocated staff report to work on time and adhere to all DRO protocol which COUNTY has provided to CONTRACTOR in writing, including the wearing of identification badges.
- 4.9 CCA shall have authority to request that CONTRACTOR replace collocation staff in the event of recurring or serious problems caused by CONTRACTOR staff.
- 4.10 COUNTY shall have the right to amend Technical Exhibit 13.6 by adding or reducing collocation staff at any GAIN Office, DPSS District or REP office, including any office previously not served by collocation staff. COUNTY will provide CONTRACTOR with a minimum thirty (30) calendar days advance written notice of any such change. CONTRACTOR's fixed monthly fee for collocated staff, per Section 5.0, shall be proportionately increased or decreased whenever such a change occurs, as of the effective date of the change.
- 4.11 CONTRACTOR will either arrange for an interpreter or provide information in writing in the participant's language to any participant who does not speak the language(s) of collocation staff. Interpreters may include available DPSS staff, in facilitate timely services to the participant.
- 4.12 CONTRACTOR shall provide swift communication services by providing each DPSS or contracted case management, REP or AFLP office from which it receives referrals for child care services with a telephone number that allows for ready access to CONTRACTOR staff, a fax number to reach CONTRACTOR's managers and staff providing Contract services, and an e-mail address for the Contract Manager.

5. CASE MANAGEMENT SERVICES

Case management services include all management of a case after presumptive eligibility determination, as described in Section 4.2.2, until the case is closed or transferred to another CONTRACTOR, other than provider payment services and appeals/hearings. This includes management of cases where child care is not currently being provided but may be reauthorized, and the case has not been closed. These services are provided at CONTRACTOR's main office(s).

- 5.1 Certification of Presumptive Eligibility at CONTRACTOR Main Office – CONTRACTOR may certify presumptive eligibility for CalWORKs Stage 1 Child Care Request (ST1-01) forms received at its main office, or return such forms to collocation staff employed by the same CONTRACTOR for certification if CONTRACTOR will be providing case management services. If CONTRACTOR will not be providing case management services, it must forward a CalWORKs Stage 1 Child Care Request to the main office of the other appropriate Stage 1 CONTRACTOR. CONTRACTOR's main office staff shall meet all requirements for processing a CalWORKs Stage 1 Child Care Request per Paragraphs 4.2 and 4.3. CONTRACTOR shall maintain a log which meets the requirements of Paragraph 4.6 at its main office for CalWORKs Stage 1 Child Care Request forms processed at its main office.
- 5.2 Authorization of Child Care Services – The authorization process shall include the following steps:
- 5.2.1 Participant Parental Choice and Consumer Education Information – CONTRACTOR shall provide each participant with information on the various types of child care available, including licensed center-based care, legally license-exempt center care (applicable to school age children at certain centers located on school sites only), licensed family child care and license-exempt child care, and on the participant's parental choice rights. CONTRACTOR shall also provide consumer education on choosing quality child care that meets the needs of the child and the family. CONTRACTOR shall provide parental choice information and consumer education information to each participant through an "introductory letter", and may also provide this information through other means, at the discretion of the agency. A copy of the introductory letter, identifying any other materials enclosed with the letter, and placed in the case file, shall document compliance with this section.
- 5.2.2 Referral for Licensed Child Care – Referral for licensed child care, when requested by the participant, may be provided by collocation staff, or shall be provided by case management staff if not provided by collocation staff. However, collocation staff shall always provide initial referrals for licensed child care when the case will be forwarded to the City of Norwalk, Drew Child Development Corporation or International Institute of Los Angeles.
- 5.2.2.1 CONTRACTOR shall, as soon as possible, but within three (3) business days of receipt of the participant's request by the Case Manager, provide at least four (4) confirmed open space available referrals to licensed providers which meet the needs of the child(ren) and family on a Referrals for Licensed Child Care (ST1-09) form. If there are fewer than four (4) referrals with open spaces available which meet the needs of the family, CONTRACTOR shall be in compliance by providing all such referrals to the participant. Only one (1) of the referrals may be a center over which CONTRACTOR has fiscal or operational control. With each referral CONTRACTOR shall include the name of the case management CONTRACTOR, the case

manager's or collocation staff member's name, and the case management CONTRACTOR's telephone number. A copy of each ST1-09 form mailed or given to a participant shall be placed in the case file.

5.2.2.2 When the participant informs the case management CONTRACTOR that child care arrangements were not made from an initial set of referrals, or that the participant wishes to change child care providers, CONTRACTOR shall, within three (3) business days, provide participant with four (4) additional confirmed open space referrals to licensed providers. If there are fewer than four (4) additional referrals with confirmed available open spaces which meet the needs of the family, CONTRACTOR shall be in compliance by providing all such referrals to the participant. The City of Norwalk, Drew Child Development Corporation and International Institute of Los Angeles shall be able to contact the resource and referral program of the other Stage 1 CONTRACTOR which provides referral services in the area needed by the participant and receive at no charge such additional referrals from that other CONTRACTOR.

5.2.2.3 CONTRACTOR shall attempt to locate appropriate child care for those children with disabilities, exceptional needs children, or families with transportation problems. If appropriate child care is unavailable, CONTRACTOR shall detail attempts to locate child care in the case file and follow instructions specified in 5.3.3 below.

5.2.2.4 CONTRACTOR shall inform the participant that they have ten (10) business days to complete selection of a provider and return the completed CalWORKs Stage 1 Child Care Participant-Provider Services Agreement (ST1-05) (see section 5.2.3 also).

5.2.3 CalWORKs Stage 1 Child Care Participant-Provider Services Agreement - Within four (4) business days of receiving a CalWORKs Stage 1 Child Care Request (ST1-01) which has been determined presumptively eligible, case management staff shall provide a CalWORKs Stage 1 Child Care Participant-Provider Services Agreement (ST1-05) to each participant from whom a CalWORKs Stage 1 Child Care Request is received, and instruct the participant to complete the ST1-05 with the provider and return it within ten (10) business days from the date of mailing or other delivery. The ST1-05 must be signed by both participant and provider. CONTRACTOR shall inform the participant on the CalWORKs Stage 1 Child Care Participant-Provider Services Agreement that completion of the CalWORKs Stage 1 Child Care Participant-Provider Services Agreement by the participant and provider does not authorize the start of child care, or commit CONTRACTOR to pay for child care.

If the participant has not returned the CalWORKs Stage 1 Child Care Participant-Provider Services Agreement within the ten (10) business day period after mailing or delivery, CONTRACTOR shall contact or attempt to contact the participant by telephone or mail to determine if the participant continues to need child care, document the case notes with dates of contact attempts and results, and assist the participant to complete the CalWORKs Stage 1 Child Care Participant-Provider Services Agreement if child care is needed. At least three (3) attempts shall be made to contact the participant, including at least one (1) attempt via mail.

If the participant or provider information on a returned form is incomplete and the missing/incomplete information does not affect child care eligibility or payment or the “under penalty of perjury” statement, CONTRACTOR shall contact the participant/provider to obtain the missing Information.

CONTRACTOR shall enter the obtained information in the case notes. Otherwise, CONTRACTOR shall return the CalWORKs Stage 1 Child Care Participant-Provider Services Agreement to the participant with a letter identifying the missing information and/or documents and request return of the completed Agreement within a specified time period. **CONTRACTOR shall not alter the ST1-05.** However, CONTRACTOR may highlight sections that the participant and/or provider must complete to bring these sections to the participant’s and/or provider’s attention.

Overall, CONTRACTOR shall allow thirty (30) calendar days from the date the CalWORKs Stage 1 Child Care Participant-Provider Services Agreement was mailed or given to the participant for the participant to complete all requirements for the authorization of child care, or CONTRACTOR shall issue a child care denial NOA (ST1-11), except that CONTRACTOR may grant an extension pursuant to Section 5.2.6.

CONTRACTOR may also issue a child care denial NOA at any time during the process if the participant indicates that he/she is no longer seeking child care from CONTRACTOR.

- 5.2.4 Health and Safety Certification – CONTRACTOR shall instruct participants selecting exempt providers to complete the Health and Safety Certification (CCP4) with the provider and return it to CONTRACTOR with the CalWORKs Stage 1 Child Care Participant-Provider Services Agreement; except that if the provider is the grandparent, aunt, uncle, great-grandparent, great aunt or great uncle of the enrolled child, the participant may instead complete and return a Declaration of Exemption from Trustline Registration and Health and Safety Certification (hereinafter “Declaration of Exemption”) (CCP1) form.
- 5.2.5 Trustline - CONTRACTOR shall instruct participants selecting exempt providers (not including license-exempt centers) to have the provider complete the Trustline Registry Subsidization form, and the participant shall return it to CONTRACTOR with the CalWORKs Stage 1

Child Care Participant-Provider Services Agreement; except that if the provider is the grandparent/great-grandparent, aunt/great-aunt, or uncle/great-uncle of the enrolled child, the participant may instead complete and return a Declaration of Exemption (CCP1) form.

5.2.6 Extension of Timeline – If CONTRACTOR’s staff believe that an extension of the timeline for return of the CalWORKs Stage 1 Child Care Participant-Provider Services Agreement and any other required document is likely to result in a successful completion of the authorization process, CONTRACTOR may grant the participant an extension of up to ten (10) business days. CONTRACTOR shall note the extension in the case notes, but is not required to justify the extension. If an extension is not recorded in the case notes but CONTRACTOR issues an authorization or denial NOA within the extension period, COUNTY shall consider this action to be timely.

5.2.7 Participant Verifications – All documents received from the participant or provider must be originals. Copies shall be annotated to include that originals were seen, the name of the APP staff and the date the original documents were seen.

5.2.7.1 GAIN Activity Expected Start Date vs. Actual Start Date – There are two separate situations where the CONTRACTOR finds an expected start date in GEARS and must seek an actual start date.

5.2.7.1.1 When CONTRACTOR seeks to authorize child care after a participant has already started an eligible component and has already obtained child care on their own, and GEARS has an expected component start date instead of an actual component start date, CONTRACTOR shall notify the GSW by telephone, voice mail or Transmittal Fax (ST1-07) or appropriate GEARS electronic alert and request an actual start date (only one notification/request is required). CONTRACTOR may accept either a verbal statement of the start date from the GSW, or confirm that an actual start date has been entered into GEARS, and in either case shall enter the actual start date in the case notes. If the GSW does not respond within two (2) business days, CONTRACTOR shall follow the process in Section 5.7.

5.2.7.1.2 When CONTRACTOR seeks to authorize child care for a participant who is scheduled to start an eligible component in the future, CONTRACTOR shall authorize not more than thirty (30) calendar days of child care starting on the expected component start date. CONTRACTOR shall notify the GSW of the need for an

actual start date. If the GSW has not sent a response within twenty (20) calendar days, CONTRACTOR shall check GEARS to verify whether an actual start date has been entered into GEARS. If entered, continued child care can be authorized for the balance of the component period, but not more than twelve months from the date that child care was initially authorized. If an actual start date has not been entered, CONTRACTOR shall contact the GSW to request an actual start date within two (2) business days, and follow the process in Section 5.7 if the GSW does not respond within the two (2) business days. Continued child care cannot be authorized until an actual start date is obtained. When obtained, continued child care shall be authorized from the end of the thirty (30) day initial period or from the actual start date, whichever is later.

- 5.2.7.2 Employment Verification and/or Training Verification – CONTRACTOR shall contact participant's GSW to obtain a completed Request for Employment Verification (ST1-20) and/or Training Verification (GN 6005 Verification of Self-Initiated Programs, for SIP or GN 6006 Services Provider Referral, for participants referred to school or training). In the event that the GSW does not have this verification, CONTRACTOR shall have the participant come to the agency to sign the "Authorization of Release of Information" section of the form. CONTRACTOR shall then mail or fax the ST1-20 and/or Training Verification form to the employer and/or training institution. CONTRACTOR shall maintain a copy of the signed ST1-20 or Training Verification form in the case record. If the completed ST1-20 or Training Verification is not received by CONTRACTOR within ten (10) business days, the CONTRACTOR shall provide the participant with a copy of the ST1-20 and/or Training Verification and instruct the participant to have the form completed by the employer or training institution. CONTRACTOR shall call the employer and/or training institution to confirm information entered on the ST1-20 or Training Verification form, if in the view of CONTRACTOR, the forms appear to be suspicious or the information does not reasonably match the information on the CalWORKs Stage 1 Child Care Participant-Provider Services Agreement, to confirm the actual days and hours and accept the confirmed information as the basis for the authorization of child care. CONTRACTOR shall have discretion to determine when the days and hours listed on the CalWORKs Stage 1 Child Care Participant-Provider Services Agreement and the employer or training verification reasonably match. If there is a discrepancy in the days and/or hours of work/training, CONTRACTOR shall call the DPSS Child

Care Coordinator or GAIN Services Worker consistent with the instructions in Administrative Directive Number 4471, dated 4/8/04, and ask the DPSS staff to confirm the employment/training days/hours.

- 5.2.7.3 Child's School Hours – CONTRACTOR shall obtain the child's normal hours of school attendance on school days from only one of the following sources: the parent, the GSW or the school. The method of verification shall be recorded in the case file. This requirement applies for children enrolled in grades K-12.
- 5.2.7.4 Child's School Days Schedule – CONTRACTOR may keep school calendars (days of school), including track schedules, in a central file and note in the case file that the child's school schedule is in the file. For schools on multi-track schedules, CONTRACTOR may obtain the child's specific track from only one of the following sources: from the parent, the GSW or the school. The method of verification shall be recorded in the case file. This school calendar file shall be retained for the records retention period along with case files. If CONTRACTOR does not have the school's calendar on file, CONTRACTOR shall contact the school to obtain the child's school schedule, including track if applicable, and enter this information in the case file. This requirement applies for children enrolled in grades K-12.
- 5.2.7.5 Detailed Work Days and Hours for Participants on Variable Work Schedules – For participants on a variable activity schedule, CONTRACTOR shall obtain from the employer, training agency or counselor, on a ST1-20 or Training Verification form, the monthly variable hours worked, in training, or in counseling, or other approved activity for each month after the end of the month. CONTRACTOR may accept as an alternative to the ST1-20 form either a) an employer-generated record which contains this information, including an original signature, or b) a paycheck stub if it includes both days and hours worked. CONTRACTOR shall compare the actual work days and hours to the Provider Payment Request form and pay the provider only for the actual work days and hours, plus approved travel time, but not to exceed the days and hours claimed by the provider on the Provider Payment Request form. CONTRACTOR shall not be deemed to have obtained a completed and accurate Provider Payment Request until verification is received of actual days and hours worked on the ST1-20 or alternative. The authorization for child care, including notice to the provider of the authorization, shall indicate that the provider shall only be paid for actual days and hours the participant worked plus approved travel time, and only after receipt from the employer of written verification of the participant's actual work days and hours. CONTRACTOR shall ensure the

ST1-20 is complete. CONTRACTOR may not accept a faxed ST1-20 or employer-generated record unless it contains an original signature.

- 5.2.8 Provider Verifications – All documents received from the participant or provider must be originals. Copies shall be annotated to include that originals were seen, the name of the APP staff and the date the original documents were seen.

CONTRACTOR shall review the CalWORKs Stage 1 Child Care Participant-Provider Services Agreement (ST1-05) and contact the provider, as needed, to follow-up on any provider verification that indicates the provider is not authorized to work in the U.S. and that all of the following information specified in 5.2.8.1 through 5.2.8.9 is on the CalWORKs Stage 1 Child Care Participant-Provider Services Agreement or in a provider file. If the provider cannot/does not produce any additional documentation that indicates the provider has been subsequently authorized for employment in the U.S., do not authorize child care with that provider and request the participant to choose another provider.

CONTRACTOR may retain copies of provider documents in a provider file, or may include the documents in each participant case file with a child in the provider's facility, at CONTRACTOR's discretion.

CONTRACTOR shall deny child care with any provider if placement with that provider would violate any law or regulation by sending the participant an ST1-11 form and sending the prospective provider a Provider Notification (ST1-06). In such cases CONTRACTOR shall contact the participant and ask the participant to select another child care provider.

The following information must be obtained from the child care provider:

5.2.8.1 Copy of a licensed provider's current license.

5.2.8.2 W-9 form, including Social Security Number (SSN) or federal taxpayer I.D. number, as applicable. CONTRACTOR may request to view provider's Social Security Card to verify the SSN. Contractor may deny/terminate use of a provider for failure to provide Social Security Card but may not deny/terminate Stage 1 Child Care services to a participant for this reason. The denial/termination of the provider does not affect the eligibility of the parent who may select another provider.

5.2.8.3 For license-exempt providers, a completed Health and Safety Certification. The following relatives are exempt from this requirement, but must submit a Declaration of Exemption: grandparents, uncles, aunts, great-grandparents, great-uncles and great-aunts.

- 5.2.8.4 For license-exempt providers, a Trustline application or, if appropriate, evidence of Trustline registration. The following relatives are exempt from this requirement, but must submit a Declaration of Exemption: grandparents, uncles, aunts, great-grandparents, great-uncles and great-aunts.
- 5.2.8.5 Proof that the license-exempt provider is at least 18 years old. Acceptable documentation shall be any passport or State of California-issued photo ID or other document issued by the federal government or state or local government agency which reflects date of birth and is non-expired at the time proof of age is established. As long as there is no interruption in a child care approved case and there is no change of provider, this documentation is only required once. If child care is terminated, and a new application is approved, proof of age must be provided at that time.
- 5.2.8.6 Declaration by the participant, on the CalWORKs Stage 1 Child Care Participant-Provider Services Agreement (ST1-05), that the provider is not a parent or legal guardian of the child(ren), or a member of the assistance unit.
- 5.2.8.7 For licensed providers and license-exempt centers, verification that the provider has completed the ST1-05 section on rates and registration fees charged to the public, including the statement that the rates charged for the CalWORKs child(ren) do not exceed the rates the provider charges to the general public.
- 5.2.8.8 For all providers, ensure that the rates charged to CONTRACTOR by the provider do not exceed the current Regional Market Rate (RMR) ceilings for Los Angeles COUNTY for the type of care, per RMR regulations. CONTRACTOR may not set its own maximum rates, and shall use only the most recent RMR schedule for Los Angeles COUNTY, as published by CDE.
- 5.2.8.9 CONTRACTOR shall obtain written verification that licensed family child care homes maintain liability insurance coverage, bond or affidavit as required by the State of California in order for such home to be used by CONTRACTOR. Such verification shall include 1) copy of a certificate of insurance evidencing that general liability coverage is in effect or, 2) copy of a bond or, 3) copy of a State provided affidavit the parent signs stating his/her understanding that the licensed family child care home does not have insurance and the parent still wishes to place the child in that home. For any certificate of insurance obtained, provider shall add CONTRACTOR as a certificate holder for purposes of notification of renewal or expiration of liability insurance.

- 5.2.9 Issuing Approvals or Denials – Within four (4) business days of receipt of a completed CalWORKs Stage 1 Child Care Participant-Provider Services Agreement (ST1-05) and upon verification of parent and provider information as required in Sections 5.2.7 and 5.2.8, and without any further requirements, CONTRACTOR shall authorize the delivery of child care services by issuing a child care approval NOA (ST1-12) to the participant, or CONTRACTOR shall deny child care by issuing a denial NOA (ST1-11) to the participant. Either NOA shall be in the participants' appropriate language, dated, and include the name and telephone number of CONTRACTOR's employee. A child care approval NOA shall include the period for which child care is authorized, the days and hours for which child care is authorized and the provider payment rate(s). CONTRACTOR shall also issue a Provider Notification (ST1-06) to the provider, whether child care is authorized or denied. Instructions for completing a denial are contained in Administrative Directive 4571, dated 5/18/06, entitled "CalWORKs Stage 1 Child Care Denials".
- 5.2.10 Information for Participants or Providers – CONTRACTOR shall provide the following information to participants or providers prior to, or along with, a child care authorization, and record in the case file the date this information was mailed or given to the provider, and mailed or given the participant.
- 5.2.10.1 For participants choosing a license-exempt provider who will care for the child(ren) in the participant's home, provide the participant with COUNTY approved material on their employer tax and labor law responsibilities. CONTRACTOR shall also require the participant to sign an In-Home Affidavit (ST1-22) form which specifies these responsibilities and on which the participant acknowledges that they are the employer and responsible for compliance with these laws. CONTRACTOR shall retain the original signed ST1-22 form in the case file and give copies of the form to the participant and provider.
- 5.2.10.2 Give or mail the provider information on the requirements and procedures of the program, including completion and submission of the Provider Payment Request, and time line for payment. CONTRACTOR shall mail this information to licensed providers once, but shall not be required to send this information again when additional Stage 1 children are authorized with the same provider.
- 5.2.11 Authorization Period -- Except as otherwise specified above, child care may be authorized for up to 12 months from the most recent authorization date, but not longer than the component end date which appears in GEARS.

5.2.12 After-School Enrichment Program – Children participating in After-School Enrichment programs, who do not meet the program's funding criteria, may be eligible for Stage 1 child care if the parent is a current or former (within the last 24 months) CalWORKs participant and is employed or participating in a COUNTY-approved welfare-to-work activity. Eligibility for Stage 1 child care shall be determined consistent with existing Stage 1 policy and procedures.

5.2.13 Instructions for Handling and Maintaining Stage 1 Child Care Cases With Domestic Violence (DV) Components - To facilitate a domestic violence victim's access to child care, CONTRACTOR shall designate a DV Case Manager/Liaison to manage CalWORKs Stage 1 Child Care cases that have an open DV Component (002 or 002L) on GEARS. CONTRACTOR shall ensure that all DV cases are maintained in one child care case management file and that a back-up case manager is available when the primary DV case manager is absent or otherwise out of the office.

Cases with a DV component shall be maintained in the CalWORKs Stage 1 Child Care program for as long as the participant is eligible for CalWORKs child care. CONTRACTOR shall flag all DV cases to ensure they are easily identified by all agency staff.

CONTRACTOR may authorize child care for DV victims to attend activities (for themselves or for any of their children), employment, concurrent GAIN activities, and appointments for legal matters related to DV issues, such as court appointments and appointments to seek legal assistance.

5.2.14 Paper Case File – CONTRACTOR shall maintain a paper case file for each family found eligible for child care per Paragraph 4.2.2 and where a completed ST1-05 is returned.

5.2.14.1 CONTRACTOR may, at its discretion, maintain either a log or paper case file of cases found presumptively eligible per paragraph 4.2.2 and referred to CONTRACTOR for case management where a completed ST1-05 is never returned. Such log will show if an incomplete ST1-05 was returned by the participant, and CONTRACTOR returned the ST1-05 to the participant for completion.

5.2.14.2 CONTRACTOR shall maintain up-to-date records on all CalWORKs participants currently being served by CONTRACTOR under this Contract. CONTRACTOR may maintain records by either case note entries or by inclusion of forms or other documents in the case file which contain the information, and shall not be required to duplicate information on forms and other documents in the case notes. A simple reference that a document was placed in the file shall be

included in the case notes when essential and not obvious or expected from the context. CONTRACTOR case notes may be brief, provided that they include identification of any contact with the participant, provider, GSW or other party, the title and organization of “other party”, relevant information provided and the date of contact or event.

5.2.14.3 CONTRACTOR shall not be required to make extensive notes justifying actions and decisions of the case manager, but should be in sufficient detail for the reader-reviewer to readily understand the basis for CONTRACTOR’s decision and CONTRACTOR shall be required, during monitoring reviews, to explain any action or decision.

5.2.14.4 Paper case file records will include:

- A. CalWORKs Stage 1 Child Care Request (ST1-01) or MCCR GEARS screen,
- B. CalWORKs Stage 1 Child Care Participant – Provider Services Agreement (ST1-05),
- C. CalWORKs Stage 1 Referral for Licensed Child Care (ST1-09), if any,
- D. Any recertification CalWORKs Stage 1 Child Care Participant-Provider Services Agreement (ST1-05),
- E. Copy of NOAs authorizing child care (ST1-12) or denial of child care (ST1-11), and any other NOAs given or mailed to the participant,
- F. Printout of the IPRC GEARS screen (for both parents if case is two-parent household), which includes the CalWORKs case name, case number, SSN, and name of district and/or GAIN region.
- G. Any and all documents signed by the participant,
- H. Other pertinent information, at CONTRACTOR’s discretion,
- I. Copies of all forms which have been issued to the participant,
- J. Documentation from insurance carrier verifying that provider has current State required insurance coverage, as specified in Section 5.2.8.9; bond or affidavit,

K. Case notes with contacts, incidents, extensions of deadlines and actions or decisions of CONTRACTOR, including the computation of Family Fee, per the description of case log above. CONTRACTOR may maintain case notes in electronic form instead of in the paper case file, as long as CONTRACTOR prints out a hard copy of any case upon COUNTY request.

5.2.15 COUNTY Caused Delay – If a delay in an authorization or change in authorization or re-authorization of any case is caused by COUNTY's failure to update GEARS or provide information or documents in a timely manner, because GEARS is out of service, or for any other COUNTY caused reason, CONTRACTOR shall not be charged Performance Requirements Summary points for that case based on timeliness of the authorization or timeliness of any other required action effected by the COUNTY caused delay.

5.3 Approval or Denial of Non-Standard Cases

5.3.1 Retroactive Child Care Payments – CONTRACTOR shall approve retroactive child care payment for up to 30 calendar days prior to the date the participant files a CalWORKs Stage 1 Child Care Request (ST1-01) with CONTRACTOR or COUNTY pursuant to Administrative Directive 4227, dated 7/21/03, (provided to CONTRACTOR prior to Contract effective date) and any subsequent Administrative Directives which modify this Directive.

5.3.2 Non-Cooperation of Participant – If the participant has not returned a completed CalWORKs Stage 1 Child Care Participant-Provider Services Agreement (ST1-05), or participant has failed to complete and/or submit any of the other paperwork required by Sections 5.2.3, 5.2.4, 5.2.5, 5.2.7 and, 5.2.8 and subsections thereof, and/or 5.2.9, including required documentation, within the timelines specified in 5.2.3 and 5.2.6, CONTRACTOR shall deny the child care request using a Child Care Denial NOA (ST1-11). The Denial NOA shall be very specific about the reason for denial, including dates of attempted participant contacts and what specific documents or information the participant or provider did not provide.

5.3.3 Non-Availability of Child Care – CONTRACTOR shall identify CalWORKs participants for whom child care is not reasonably available and the reason(s) for the non-availability of such child care. Within four (4) business days of the date that such determination is made, CONTRACTOR shall refer the case to the GSW, document the referral in the paper case file and update GEARS. Non-availability of care shall include, but is not limited to:

A. Lack of sufficient child care options to exercise parental choice;

- B. Geographic access limiting parental choice;
- C. Non-appropriateness of available child care for child's needs, including special needs.

5.3.4 Update Denied Case to GEARS - CONTRACTOR shall update GEARS with the denial date and denial reason for each case denied consistent with the instructions in Administrative Directive 4571, dated 05/18/06.

5.3.5 Child Care During a Period of Temporary Ineligibility: Contractor shall pay child care for Stage 1 participants who experience a period of temporary ineligibility for a cash grant that is no longer than one month, as long as they are working or participating in COUNTY-approved Welfare-to-Work activities, pursuant to CalWORKs Stage 1 Child Care Regulations Section 47-220.31. Temporary periods of ineligibility include, but are not limited to late or incomplete QR7s, failed redetermination appointments, failure to submit immunization or school enrollment records, or termination due to excess earnings during a report month. When CalWORKs is terminated or the participant becomes ineligible, CONTRACTOR will be notified via GEARS MASO screen. CONTRACTOR shall review GEARS IPRC and ICAS screens to determine the effective date of the termination/ineligibility. If the termination date is in the future, CONTRACTOR shall send NOA ST1-13 to the participant and ST1-06 to the provider at least ten (10) calendar days prior to the child care termination date. The NOA (ST1-13) shall provide details and specific reasons why child care is being terminated.

During the 30-day period the participant may again become eligible, at which time CONTRACTOR will be notified via the GEARS MASO screen and shall continue future child care authorizations. If at the end of the 30-day period participant remains ineligible, no further NOA to participant or provider is required.

5.3.6 Child Care During a Sanction Month – CONTRACTOR shall pay child care for Stage 1 participants who are sanctioned, as long as they are working or participating in COUNTY-approved Welfare-to-Work activities, pursuant to CalWORKs Stage 1 Child Care Regulations Section 47-220.32. CONTRACTOR will receive a GEARS alert via the MASO screen indicating when the participant is deregistered. The GEARS deregistration screen, MGRG, shows deregistration and exemption codes.

5.3.7 Former CalWORKs Participants with Children Not Known to GEARS or LEADER - CONTRACTOR shall provide Stage 1 or Stage 2 child care services, as appropriate, to eligible children not known to GEARS or LEADER born to former CalWORKs participants. These children are not known to GEARS or LEADER because they were born after CalWORKs cash aid termination. CONTRACTOR shall refer participants who request child care for a child not known to GEARS or LEADER to the GAIN Child Care Coordinator at the GAIN Regional office serving the APP agency for verification within ten (10) business days of the child's identity, consistent

with CalWORKs requirements. GEARS will be modified so that once the GAIN Child Care Coordinator obtains the required child identification documents, including birth certificate or other verification, social security card or application for a social security card, from the participant, the child's information shall be entered in GEARS and the APP staff will be notified via an ST1-07A alert that the child has been added to GEARS. The GAIN Child Care Coordinator shall also issue an ST1-07A alert to the APP agency within ten (10) business days of receiving the referral, if the participant does not comply with providing the needed documents and/or request to see the child.

- 5.3.8 Short-Term Child Care – Participants required to attend a one-day GAIN orientation (OAP) may need child care services for that one day. Short-Term Child Care applies to those participants who need assistance in locating and securing licensed child care. CONTRACTOR shall designate one contact person and telephone number to liaison with both COUNTY GAIN workers and participants who need assistance with child care arrangements for the one-day OAP component. CONTRACTOR shall provide the COUNTY GAIN worker or participant within three (3) business days of the request, with at least four (4) confirmed open space referrals to licensed providers that meet the needs of the child(ren) and family for one-day child care. In urgent situations, CONTRACTOR shall provide the COUNTY GAIN worker or participant with confirmed referrals within 24 hours of the request. Upon notification of the participant's selection of a licensed, short-term, child care provider, CONTRACTOR's designated contact/liaison shall contact the specified provider and reserve a space for the participant's child(ren). The provider shall be paid the appropriate daily child care rate based upon the daily ceiling established by the current Regional Market Rate Schedule for that child's age group and type of licensed provider.

The provider shall be paid even when the participant fails to utilize the reserved slot. However, the number of times a participant may reserve a child care slot and fail to utilize it shall be limited to three (3) occurrences. Such participants may still be eligible for Stage 1 Child Care, but would be required to access the system through regular processes.

Short-Term Child Care cases shall be considered an Enhanced Referral in accordance with Contract Section 5.0 Compensation, Paragraph 5.1.1. The Short-Term Child Care process will be re-evaluated after six months and at the COUNTY's sole discretion, COUNTY may modify or terminate this process.

5.4 Changes in Child Care Approvals and Re-Approvals of Child Care

- 5.4.1. Transfers Between CalWORKs Child Care CONTRACTORS – CONTRACTOR shall cooperate with other Stage 1 CONTRACTORS to transfer families without a break in child care services when families move their child care from one CONTRACTOR's service area to another, or need to transfer their child care for other legitimate reasons.

CONTRACTOR shall immediately accept all such transfers from any other Stage 1 CONTRACTOR. The receiving CONTRACTOR must update GEARS with the new information within four (4) business days of the effective date of the transfer.

5.4.2 Changes in a Current Approval – CONTRACTOR shall initiate action to make a change in a current authorization within four (4) business days of receiving a notification from a participant or COUNTY of the need to make a change in an authorization. CONTRACTOR shall effect changes in a current authorization as follows:

5.4.2.1 CONTRACTOR may effect extensions of a current authorization which results from obtaining a Welfare-to-Work activity actual start date, the filing of a Trustline application, or extension of the end date of an existing component by COUNTY by sending the participant a Change of Child Care Services NOA (ST1-14) form and sending the provider a Provider Notification (ST1-06), and filing copies of these forms in the case file or provider file, as appropriate. Such extension shall not authorize care for more than one calendar year from the date the existing authorization was granted. A new CalWORKs Stage 1 Child Care Participant-Provider Services Agreement (ST1-05) would only be required if there are changes per Section 5.4.2.5.

5.4.2.2 CONTRACTOR may record changes in participant address or similar changes of information that do not affect child care payment amounts in the case notes. If the participant is using in-home exempt child care, CONTRACTOR shall require the participant to complete and return a new Health and Safety Certification Checklist, or a Declaration of Exemption, as applicable. No new CalWORKs Stage 1 Child Care Participant-Provider Services Agreement is required until the next child care certification is due or other changes require completion of a new CalWORKs Stage 1 Child Care Participant-Provider Services Agreement.

5.4.2.3 When an out-of-home exempt child care provider moves, CONTRACTOR shall require participants to complete and return a new Health and Safety Certification Checklist for the new home and a Trustline change of address form, or Declaration of Exemption, as applicable. No new CalWORKs Stage 1 Child Care Participant-Provider Services Agreement is required until the next child care certification is due or other changes require completion of a new CalWORKs Stage 1 Child Care Participant-Provider Services Agreement.

5.4.2.4 When a licensed provider moves, CONTRACTOR shall require the provider to provide a new license for the new location. No new CalWORKs Stage 1 Child Care Participant-Provider

Services Agreement is required until the next child care certification is due or other changes require completion of a new CalWORKs Stage 1 Child Care Participant-Provider Services Agreement.

- 5.4.2.5 CONTRACTOR shall have the participant complete a new CalWORKs Stage 1 Child Care Participant-Provider Services Agreement (ST1-05) form, including participant and provider signatures, if a change will result in a change of payment to the provider, or involves a change of providers. CONTRACTOR shall not be required to reassess participant eligibility (e.g., employment and/or training verifications, etc.,) when there is no change in employment and/or training. If the change would result in a higher rate of payment, the higher rate will go into effect as of the effective date of the needed change.

When CONTRACTOR has been provided complete information regarding a change in circumstances which will result in a lower payment to the provider, CONTRACTOR shall issue a Change of Child Care Payment NOA (ST1-15) to the participant and a Provider Notification (ST1-06) form to the provider within four (4) business days. The ST1-06 shall be mailed no later than the date the NOA (ST1-15) is mailed to the participant. The lower rate shall be effective ten (10) calendar days after the date of mailing of the ST1-06.

- 5.4.3 Annual Re-approval – CONTRACTOR shall re-evaluate and re-authorize participant's child care at least annually. The twelve-month period shall be counted from the date the current Child Care Authorization Notification (ST1-12) was issued. If a participant completes a new CalWORKs Stage 1 Child Care Participant-Provider Services Agreement and CONTRACTOR reassess participant eligibility, this action starts a new twelve-month period.
- 5.4.4 Case Management Without Current Child Care Approval - Child care cases shall be considered "open" and under the management of CONTRACTOR whether or not there is a current child care authorization until the case is closed per Section 5.5.5.
- 5.4.5 Reopening Child Care Cases – CONTRACTOR may reopen a previous child care case by either reopening the previous file, or by opening a new file, at CONTRACTOR's discretion. Whenever CONTRACTOR opens a new file, CONTRACTOR shall use any documentation from the previous file that is still valid.
- 5.4.6 Inter-County Transfer (ITC) of CalWORKs Stage 1 Child Care Services – Upon receiving information from a current or former CalWORKs participant that she/he has moved or will be moving from Los Angeles COUNTY to another county in California, CONTRACTOR shall inform the participant in

writing of the responsibility to apply for child care in the new county in order to avoid a break in child care services. CONTRACTOR shall notify the receiving county of the pending transfer via the Inter-County Transfer Letter (ST1-28). If CONTRACTOR receives, from the participant, a signed release of information form, CONTRACTOR shall contact the appropriate CalWORKs provider in the receiving county and make available information and documents to assist the participant to receive CalWORKs child care without delay.

Upon receiving a Stage 1 Child Care Request (ST1-01) form indicating that a current CalWORKs participant has moved to Los Angeles COUNTY, CONTRACTOR shall establish eligibility as soon as the participant meets the child care eligibility requirements. When a former CalWORKs participant moved to Los Angeles COUNTY, CONTRACTOR shall assume responsibility for child care payment immediately after child care is discontinued in the sending county, which should be within thirty (30) calendar days. CONTRACTOR shall accept notices of action, ICT transfer letters, and/or written or verbal confirmation from the sending county to establish eligibility for current or former CalWORKs participants. CONTRACTOR shall contact the previous child care agency to receive information or documents to assist in establishing eligibility for child care in Los Angeles COUNTY if such information or documents will expedite the approval of Stage 1 or Stage 2 child care.

5.5 Termination of Child Care and Closing of Cases

- 5.5.1 Termination Due to Trustline Report – Upon receipt of a Trustline report indicating that a provider's application has been denied or closed, or Trustline registry is subsequently revoked, CONTRACTOR shall immediately advise the participant to discontinue the use of that provider for child care, and advise them of the need to select other child care. Within two (2) business days, CONTRACTOR shall send a Change of Child Care Services NOA (ST1-14) to the participant, and a Provider Notification (ST1-06) to the provider, including a ten (10) calendar day advance notice of termination of child care payments.

CONTRACTOR shall enter into the GEARS file of all license-exempt providers information that the Trustline application has been denied or closed or that the Trustline registry has been subsequently revoked.

- 5.5.2 Termination Due to Community Care Licensing Action - Within two (2) business days of receiving notification that the license of a provider has been revoked or suspended, CONTRACTOR shall concurrently terminate payment to the licensed child care facility and notify the participant and facility in writing that payment has been terminated and the reason for termination. The participant shall be advised to select other child care. CONTRACTOR, within two (2) business days, shall remove the provider from the agency's referral list and notify all Contractors operating CalWORKs Stage 1 Child Care services to remove the provider from their referral list.

Upon notification from Community Care Licensing that a licensed child care facility is on probation, CONTRACTOR shall notify the participant in writing that the provider has been placed on probation. The notification shall also inform the participant of the option to locate alternate child care or continue to use the provider without risk that the child care payments to the provider will be terminated.

5.5.3. Termination Due to Change in Participant Eligibility or Participant Lack of Need – Within two (2) business days of receiving a notice from COUNTY via GEARS that the participant is no longer eligible for child care or CONTRACTOR otherwise learns that the participant is no longer eligible for child care, or participant informs CONTRACTOR verbally or in writing that they no longer need child care, CONTRACTOR shall send a Termination of Child Care Services NOA (ST1-13) to the participant, and a Provider Notification (ST1-06) to the provider, including a ten (10) calendar day advance notice of termination of child care payments. Verbal notifications shall be recorded in the case notes.

5.5.4 Termination at End of Approval Period - If the child care need is ending concurrently with the end of the current authorization period, CONTRACTOR shall issue a Termination of Child Care Services NOA (ST1-13) to the participant and a Provider Notification (ST1-06) to the provider at least ten (10) calendar days prior to the termination date. The NOA (ST1-13) shall provide details and specific reasons why child care is being terminated.

5.5.5 Non-Use of Child Care – If CONTRACTOR identified non-use of child care on one or more PPR's, or because the provider notifies CONTRACTOR that the participant is not using child care, CONTRACTOR shall attempt to contact the participant to determine if child care is still needed. If participant indicates that less child care is needed, CONTRACTOR shall reduce the authorization per second paragraph, Section 5.4.2.5. If participant indicates that child care is no longer needed, CONTRACTOR shall terminate child care per Section 5.5.3. If CONTRACTOR is unable to reach the participant, or if participant indicates a need for continued child care and a pattern of non-use continues, CONTRACTOR shall notify COUNTY as follows:

5.5.5.1 If the participant is on aid, CONTRACTOR shall notify the GSW via Transmittal Fax (ST1-07) or electronic GEARS alert, and COUNTY shall provide direction to the CONTRACTOR regarding continuation or termination of child care. If the GSW does not respond within five (5) calendar days, CONTRACTOR shall follow Section 5.7 below and continue to pay the provider for child care. If directed to terminate child care, CONTRACTOR shall issue a Termination of Child Care Services NOA (ST1-13) and a Provider Notification (ST1-06) to the provider, including a ten (10) calendar day advance notice of termination of child care payments.

5.5.5.2 If the participant is off aid, CONTRACTOR shall notify the DPSS fraud unit and the Child Care Program Section. COUNTY shall provide direction to the CONTRACTOR regarding continuation or termination of child care. CONTRACTOR shall continue to pay the provider for child care until it receives COUNTY response.

5.5.6 Closing Cases – Cases shall be closed if one of the following events occur:

- A. Child care has been denied by issuing a Child Care Denial NOA (ST1-11).
- B. Child care is terminated pursuant to 5.5.3 or 5.5.4 above.
- C. Participant's case is transferred to another Stage 1 CONTRACTOR, another county, or another subsidized child care program, including CalWORKs Stage 2 child care.
- D. Participant is terminated from cash aid and does not have a current authorization for child care, or a new CalWORKs Stage 1 Child Care Request being processed, at the time the participant is terminated from cash aid.
- E. Participant has been terminated from cash aid for two years (24 months) and has been receiving Stage 1 child care, at which time the participant is no longer eligible for child care in Stage 1.

5.6 Transfer to Stage 2 or Stage 3 Child Care and Seamlessness with Stage 1

5.6.1 CONTRACTOR shall promptly transfer participants to CalWORKs Stage 2 or Stage 3 child care, as appropriate, consistent with California Department of Education CalWORKs rules and regulations, including CCR, Title 5, Division 1, Chapter 19.5, when any of the following exist:

- 5.6.1.1 A participant enters a component that makes them eligible for Stage 2 child care, as defined by COUNTY;
- 5.6.1.2 A participant leaves cash aid, utilizes licensed or out-of-home exempt child care, and is otherwise eligible for Stage 2 child care, or;
- 5.6.1.3 A participant leaves cash aid and utilizes in-home exempt child care in Stage 1 and has been off cash aid for two years. If CONTRACTOR does not pay for in-home exempt child care in Stage 2, CONTRACTOR shall notify in writing participants using in-home exempt child care, at the time they are terminated from cash aid, of this fact and their two year limited eligibility in Stage 1. Three months prior to reaching the two-year time limit,

CONTRACTOR shall again notify the participant and the provider in writing of this date, on which Stage 1 payment for in-home child care will end, and the alternatives to continue subsidized child care services.

5.6.2 CONTRACTOR shall comply with CCR, Title 5, Division 1, Chapter 19.5, Section 18409 (d) which requires Stage 2 agencies to continue to transfer CalWORKs participants to Stage 2 regardless of CDE contracting funding level, until CDE directs the agency to stop transferring cases to Stage 2.

5.7 Procedure for Handling Unmet Requests for Information From COUNTY – CONTRACTOR shall follow the procedures in Administrative Directive Number 4471, “Protocol for Request for DPSS Case Information/Documents Needed by R&R/APP Agencies for CalWORKs Child Care Eligibility Determination and Maintenance,” dated 4/8/04 advising CONTRACTOR on procedures to follow whenever CONTRACTOR requests information or documents from COUNTY for case management purposes and does not receive a timely response.

The use of this procedure shall not extend the period for completion of a CalWORKs Stage 1 Child Care Participant-Provider Services Agreement and the authorization or denial of child care, as defined in Sections 5.2.3 and 5.2.6.

5.8 County Notification of Changes – COUNTY shall notify CONTRACTOR in writing via a Transmittal Fax (ST1-07A) or a GEARS electronic alert within five (5) business days of any action which could affect the family’s eligibility for child care services, including the days or number of hours care is needed. CONTRACTOR shall take appropriate action as specified in this Statement of Work within the appropriate timeline.

5.9 Standardized Case Management Requirements

5.9.1 Child Care Between Components – Participants who have been authorized for child care may request and continue to receive licensed child care for up to thirty (30) calendar days between components, between jobs, or between a component and a job in order to allow continuity of licensed child care, and to hold the space for the child in the licensed child care facility.

5.9.2 Notices of Action (NOA) – CONTRACTOR shall prepare timely, adequate and complete NOAs to CalWORKs participants as specified in this Statement of Work, using COUNTY provided NOA forms. All NOAs shall be written in the appropriate language as specified by the participant’s Primary Language Designation form (PA 481) and shown on the GEARS ICAS screen. If the participant selects a language, other than the one indicated on the PA 481, CONTRACTOR shall have the participant complete a new PA 481 and retain a copy in the child care case record.

CONTRACTOR shall refer the participant to the Eligibility Worker to update the Primary Language code, if necessary.

- 5.9.3 Assessment of Family Fees – Families with a gross income of more than 50 percent of the State Median Income who are receiving CalWORKs Stage 1 Child Care must have a Family Fee assessed based on the fee schedule established by the State. The Family Fee is determined by calculating the gross income of all adults and children related by blood, marriage, or adoption who live in the participant's home, in accordance with current statute and applicable regulations. This includes: step-parents' income, regardless of whether they are included in the assistance unit; and countable child income, such as foster care payments, inheritance, and death benefits. Income of the following individuals shall **not** be counted for the purposes of calculating a Family Fee: beneficiaries of SSI and SSP; other adults who are neither the parents of the child nor the spouse of the parent, and their children, if any; and dependent children under age eighteen.

CONTRACTOR shall assess the gross income of all families receiving CalWORKs Stage 1 Child Care to determine if a Family Fee is applicable. CONTRACTOR shall annotate in the case notes that a Family Fee assessment was completed and the result. When it is determined that a Family Fee applies to a Stage 1 family, CONTRACTOR shall note in the case file that a Family Fee applies and the amount of the Family Fee. Family Fees may be implemented by CONTRACTOR using one of two options, as follows: a.) pay the provider the full amount the family is eligible to receive for Stage 1 Child Care services, collect the Family Fee from the participant, reimburse the COUNTY for the Family Fee "overpaid" to the provider, and report such reimbursement, as appropriate, on GEARS which will be modified to accommodate this and other reporting requirements; or b.) deduct the Family Fee directly from the provider's payment and require the participant to pay the Family Fee directly to the provider. Payment of the Family Fee in option b. shall be strictly between the participant and the provider. CONTRACTOR shall have the flexibility to determine which option CONTRACTOR chooses to use, but must notify COUNTY within 30 days of contract execution which Family Fee option CONTRACTOR will employ. If, during this Contract period, CONTRACTOR changes from one Family Fee option to another, CONTRACTOR shall notify COUNTY, in writing, within 30 calendar days.

6. PROVIDER PAYMENT SERVICES – CONTRACTOR shall process Provider Payment Requests and pay Stage 1 CalWORKs child care providers.

- 6.1 Basic Payment System – CONTRACTOR shall use its own payment system, not GEARS, for generating and processing all Stage 1 Provider Payment Requests (PPRs) and making all child care payments. The PPR form shall be a form common to all Stage 1 CONTRACTORS in the COUNTY, except for a space at the bottom of the form where CONTRACTOR may include information specific to CONTRACTOR.

- 6.1.1 CONTRACTOR shall send a PPR form prior to the beginning of each month or component period to each Stage 1 child care provider providing services, along with a self-addressed return envelope, an information sheet providing instructions for completing the PPR (short form) and the schedule for making payments to providers (as defined in Section 6.1.7 below). The instructions shall direct the provider to return the PPR after the end of the month, unless the authorized period ends during the month. The instructions shall include a statement that providers shall not complete any portion of the PPR prior to the actual delivery of care for a period (e.g., shall not complete the claimed payment for a week of a month prior to providing the care for that week).
- 6.1.2 Upon receipt, CONTRACTOR shall date stamp PPRs received from child care providers.
- 6.1.3 CONTRACTOR shall screen PPRs for completeness and shall return incomplete or improperly completed PPRs to the child care provider for completion or correction within five (5) business days of receipt. The returned PPR shall have a rejection notice attached clearly explaining the reason for rejection.
- 6.1.4 CONTRACTOR shall compare the invoiced amount to the authorized amount, and delete any invoiced amounts for periods when care was not authorized, and shall reduce any invoiced amount that exceeds the authorized amount for any part of the authorized period. If the invoiced amount, after any adjustments to the PPR, is different than the authorized amount, CONTRACTOR shall pay the lesser amount.
- 6.1.5 CONTRACTOR shall not be required to compare authorization days and hours or Provider Payment Requests to pay check stubs or any other verification of actual hours worked, except as specified in Paragraph 5.2.7.5.
- 6.1.6 If a government agency or court has placed a garnishment on payments to a provider, CONTRACTOR shall have fourteen (14) calendar days to process and mail payment to the provider after receipt of a properly completed PPR, instead of making and mailing payment in accordance with the schedule in Section 6.1.7 below.
- 6.1.7 CONTRACTOR shall process and issue payments to all child care providers for the month, or shorter component period, within ten (10) business days after receipt of a properly completed PPR, including signatures of the participant and provider; except that CONTRACTOR shall not make payments during the last three (3) business days of a month. For any payments that would have been made during the last three (3) business days of the month, CONTRACTOR shall process and mail such payments by the second (2nd) business day of the following month. This three day period of no payments allows for entry of all payment data into GEARS by the last day of the month. Changes in the payment schedule may be made with approval of CCA.

As an alternative to mailing payments to child care providers, CONTRACTOR may make payment through direct deposit to the provider's bank account, if the provider has provided their bank account number for this purpose. If payment is made through direct deposit, CONTRACTOR shall transmit payments within ten (10) business days after receipt of a properly completed PPR, including signatures of the participant and provider. CONTRACTOR shall not transmit payments during the last three (3) business days of the month. For any payments that would have been transmitted during the last three (3) business days of the month, CONTRACTOR shall process and transmit such payments by the second (2nd) business day of the following month.

Payment shall be made in accordance with California Code of Regulations sections governing payments under the Regional Market Rate system of child care payments, DSS issued All-County Letters provided to CONTRACTOR by COUNTY, and COUNTY written directives, including, but not limited to, Administrative Directives.

- 6.1.8 Providers shall be paid in arrears except when advance payments are part of normal business practices of the provider and requested in writing. Such providers must provide CONTRACTOR with printed payment rules that document that the provider requires and actually receives advance payment from other non-subsidized families currently in their care. Adjustments to the advance payments as compared to the actual amount owed to provider for each month shall be handled by CONTRACTOR. If CONTRACTOR makes an advance payment per this section and for any reason the authorization period is subsequently reduced and CONTRACTOR is unable to secure repayment of the advance or any portion of the advance, the inability of CONTRACTOR to obtain such repayment shall not be considered a CONTRACTOR caused overpayment, as described in Section 6.2.7 and CONTRACTOR shall not be liable to repay to COUNTY the amount not repaid by the provider.
- 6.1.9 CONTRACTOR shall only pay valid PPRs for child care provided during the current COUNTY fiscal year and the immediate prior fiscal year.
- 6.1.10 CONTRACTOR shall comply with federal IRS reporting requirements for payments made to independent contractors.
- 6.1.11 If a participant has removed their child from care and is unavailable to sign the PPR, the provider may so indicate on the PPR. The CONTRACTOR shall sign such PPR in place of the participant to satisfy the participant signature requirement.
- 6.1.12 Within two (2) business days of a provider's request for a duplicate PPR, CONTRACTOR shall mail a duplicate PPR to the child care provider unless the provider and CONTRACTOR agree that the provider will pick up the form at CONTRACTOR's office.

6.1.13 CONTRACTOR shall maintain original PPRs that have been processed for payment, as an audit trail, for five (5) years following the date of service.

6.1.14 CONTRACTOR payment system shall be capable of issuing replacement payments, issuing retroactive payments, and stopping payment on lost or stolen payments at CONTRACTOR'S bank.

6.1.15 CONTRACTOR's payment system shall have the ability to pay hourly, daily, weekly or monthly rates, as well as make advance payments.

6.2 Overpayments, Underpayments and Replacement Checks

6.2.1 If an overpayment exists, CONTRACTOR must determine whether the overpayment was caused by participant failure to promptly notify CONTRACTOR of a change, provider error, administratively caused by CONTRACTOR's error or administratively caused by COUNTY error. Upon determination, that an overpayment exists, CONTRACTOR shall take the appropriate actions herein Section 6.2, within five (5) business days.

6.2.2 CONTRACTOR shall request voluntary repayment of any overpayment caused by a participant's inaccurate information or lack of information, or child care provider's inaccurate or lack of information, in accordance with CDSS policies and procedures.

6.2.3 CONTRACTOR may deduct a provider caused overpayment from any other child care payments due to the child care provider. CONTRACTOR shall initiate required forms and provider Notices to request the repayment or adjust from future payments. CONTRACTOR shall report to COUNTY, via the MMR, any inaccurate information or lack of information that results in an incorrect payment of child care services and shall take immediate and appropriate corrective action.

6.2.4 Overpayments that will not be repaid shall be reported in writing to the DOL within four (4) business days after the determination is made by CONTRACTOR that voluntary repayment will not be made by the participant or provider, and that CONTRACTOR does not have the ability to deduct the overpayment from a future payment to the provider.

6.2.5 In the event CONTRACTOR erroneously caused an underpayment to a child care provider or participant, CONTRACTOR shall, within five (5) business days of discovery and verification, generate a supplemental payment(s).

6.2.6 CONTRACTOR shall initiate an affidavit process for lost/non-received/stolen child care provider payments within four (4) business days of notification by the child care provider, or participant in the case of payments made to the participant. CONTRACTOR may decline to accept

a request for a replacement check during the first five (5) business days after mailing any payment. The process shall include the following activities:

- A. Receive request from child care provider for replacement of lost/non-received/stolen payment.
- B. Mail or give a cover letter and affidavit to the child care provider.
- C. Receive completed affidavit from child care provider.
- D. Review the affidavit for completeness and accuracy. Return any incomplete or inaccurate affidavits to the provider for correction.
- E. If affidavit is complete and accurate, complete CONTRACTOR section of the affidavit, approve and issue the replacement payment.
- F. File lost/non-received/stolen payment affidavit form and related documentation in the agency's files.
- G. If CONTRACTOR can place a stop payment on the original check, and determine that the original check has not already been paid by CONTRACTOR's bank, CONTRACTOR may eliminate steps B. through E. and shall issue a replacement payment. CONTRACTOR may establish a reasonable time period for replacing a check based on bank waiting periods and CONTRACTOR processing.
- H. If both the original check and the replacement check are cashed and CONTRACTOR is unable to recover the resulting overpayment from the provider, CONTRACTOR shall report this double payment on the Monthly Management Report. COUNTY will review the circumstances on a case-by-case basis. If COUNTY determines that CONTRACTOR has followed steps A. through E., or, alternatively, steps A. and G., and has attempted to recover the overpayment, per Section 6.2 above, COUNTY will reimburse CONTRACTOR for both the payments. CONTRACTOR shall also make a suspected fraud referral per Section 9 below.

6.2.7 In the event CONTRACTOR erroneously or negligently caused an overpayment to a child care provider, CONTRACTOR shall handle such overpayments as follows:

- A. If the overpayment is an amount that was not owed to the provider, CONTRACTOR may collect the overpayment from the provider.
- B. If the overpayment is an amount that is not owed to the provider and cannot be collected from the provider, it shall be counted as an "uncollected overpayment". CONTRACTOR shall be allowed an

uncollected overpayment error rate of two (2) % of all payments for the fiscal year with no repayment obligation to the COUNTY. CONTRACTOR shall be responsible to repay the COUNTY for all uncollected overpayments which exceed the allowable error rate of two (2)%. Payments made pursuant to Sections 6.1.7 or 6.2.4 above shall not be counted as overpayments for purposes of this Subsection "B".

- C. CONTRACTOR shall notify COUNTY of all overpayments, collected or uncollected, and include the year-to-date amount of uncollected overpayments on each Monthly Management Report.
- D. Within sixty (60) calendar days of the end of each fiscal year CONTRACTOR shall reimburse COUNTY for all uncollected overpayments which exceed the two (2)% error allowance for the Fiscal Year.
- E. All overpayment documentation, including provider payment requests, computer screen printouts, overpayment notices, responses, etc., shall be retained in the participant paper case file, provider case file, or payment files, as appropriate.

6.3 GEARS Data Entry

- 6.3.1 Electronic data transfer – CONTRACTOR shall enter data on provider payments into GEARS by using an electronic data transfer system which has been approved by DPSS. Payment data shall be entered into the electronic data transfer system not later than 4:00 p.m. on the fourth (4th) business day after the check is printed; except that payments shall not be entered into the system during the last three business days of each month. CONTRACTOR shall not enter into GEARS, until full implementation of paragraph 5.3.7 of this Contract, data on provider payments for cases not known to GEARS, until full implementation of Paragraph 5.3.7 of this Contract. Data which shall be transmitted are: case number, participant ID (PID), child ID (CID), payment start date, payment end date, provider ID, AP agency number, payment amount and payment date.

CONTRACTOR, shall ensure that its data is transferred to the COUNTY before the last three (3) business days before the end of the month.

- 6.3.2 Payment adjustments – CONTRACTOR shall enter payment adjustments into GEARS through the MSOA screen rather than through the electronic data transfer system. CONTRACTOR and COUNTY may modify GEARS and the electronic data transfer system to accept payment adjustments in the future.
- 6.3.3 Rejected payment entries – CONTRACTOR may re-enter payment data which has been rejected by the electronic data transfer system either by using the MSOA screen or re-entering the payment data in the electronic

data transfer system. For manual entries of rejected payments on GEARS on the last business day of the month, payment entry must be made before 5:00 p.m.

- 6.3.4 Electronic Child Care Requests - To ensure and maintain program integrity, CONTRACTOR shall complete an electronic ST1-01, "CalWORKs Stage 1 Child Care Request," via GEARS screen "Maintain Child Care Requests" (MCCR) within four (4) business days of receipt of a child care request or receipt of a manual ST1-01. If a delay in inputting the child care request to MCCR is caused by GEARS being out of service, CONTRACTOR shall update MCCR within one day of GEARS coming back in service.

CONTRACTOR shall update the "Enhanced Referral" field on MCCR for all pending child care requests when an "Enhanced Referral" is requested.

- 6.3.5 Children Not Known to GEARS or LEADER - CONTRACTOR shall follow procedures established by the COUNTY to provide all required data entry to the COUNTY's GEARS computer system to facilitate payment to the Contractor and COUNTY data collection on these cases.

7. APPEALS AND HEARINGS

- 7.1 CONTRACTOR shall participate in conciliation, grievance, state and other public hearings upon request of COUNTY, including attendance by CONTRACTOR's staff and providing records and documents as necessary. COUNTY shall provide CONTRACTOR notice of meetings at least three (3) business days prior to such meetings.
- 7.2 COUNTY shall notify CONTRACTOR in writing of pending litigation on any case. Cases in litigation must be retained by CONTRACTOR for at least three (3) years after the case is settled by the courts. In addition to lawsuits, records may be needed for Appeals and State Hearings, audits, and complaints, and these records shall be made available to COUNTY by CONTRACTOR.
- 7.3 COUNTY provided CONTRACTOR with Administrative Directive 4501, dated 06/09/05, which provides CONTRACTOR directions and timeline information for implementing decisions of a hearing officer or the COUNTY ASH Unit, including any requirement to report to COUNTY action CONTRACTOR took to implement such decisions, and what CONTRACTOR should do if participant or provider does not cooperate with CONTRACTOR to resolve the hearing problem.

8. ADMINISTRATION OF STAGE 1 CHILD CARE, REPORTING TO DPSS

8.1 Administration of Stage 1 Child Care

- 8.1.1 Standardized Forms and Notifications – CONTRACTOR shall use county-wide standardized forms and notifications for participants and providers which have been approved by COUNTY where applicable.

CONTRACTOR shall work with other Stage 1 CONTRACTORS to develop draft common forms for COUNTY approval whenever CONTRACTOR identifies a value in county-wide standardization of a Stage 1 process or form.

- 8.1.2 Standardized Procedures – CONTRACTOR shall use county-wide standardized procedures which have been approved by COUNTY where applicable. These procedures shall include, but not be limited to, provider payment rules, inter-agency transfers, and public complaint procedures. CONTRACTOR shall work with other Stage 1 CONTRACTORS to develop draft standardized procedures for COUNTY consideration whenever CONTRACTOR identifies a value in such standardization.
- 8.1.3 Notices of Action (NOA) – CONTRACTOR shall prepare timely, adequate and complete NOAs to CalWORKs participants, using COUNTY provided NOA forms. COUNTY shall notify CONTRACTOR in a timely manner of changes to any NOA. NOAs shall be in the participant's primary language as stated in Section 3, Paragraph 3.2.2 through 3.2.4. CONTRACTOR is not required to translate COUNTY forms, notices or NOAs. If the NOA form(s) is not available in the participant's primary language, the NOA form(s) shall be provided in English and interpreted to the participant in her/his primary spoken language.
- 8.1.4 Participant Information – CONTRACTOR shall inform COUNTY within four (4) business days via GEARS two-way alert (ST1-07) of any information relating to income, assets, and/or household composition changes provided to CONTRACTOR by a CalWORKs participant in the normal course of their interaction with the participant that could affect their grant or eligibility. This is not to be interpreted to mean that CONTRACTOR is to determine eligibility for assistance other than child care eligibility.
- 8.1.5 Meetings – CONTRACTOR shall attend meetings as needed to review the progress and integrity of the Stage 1 child care program as well as to resolve any problem identified by either CONTRACTOR or COUNTY which may arise during the term of this Contract.

COUNTY shall notify CONTRACTOR of the need to attend such meetings at least five (5) business days in advance of such meetings. CONTRACTOR may request meetings with COUNTY as needed with at least five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

- 8.1.6 Civil Rights Responsibilities – CONTRACTOR must develop and operate procedures for receiving and responding to civil rights complaints.
- 8.1.6.1 CONTRACTOR must provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment in the participant's primary language.

- 8.1.6.2 CONTRACTOR must maintain a log of Civil Rights complaints.
- 8.1.6.3 Contractor Contract Managers (CCM) will act as the Civil Rights Liaison (CRL) between CONTRACTOR and the CCA and the Civil Rights & Customer Relations (CRCR) Section of DPSS.
- 8.1.6.4 CCM/CRLs must forward all PA607s to the CCA within two (2) business days.
- 8.1.6.5 CCM/CRLs should not attempt to investigate Civil Rights complaints. Investigations are handled by CRCR.
- 8.1.6.6 CONTRACTOR may obtain a supply of PA 607s from the CCA.
- 8.1.6.7 CCA will forward the completed PA 607 immediately upon receipt to CRCR for investigation at the following address:

Civil Rights & Customer Relations Section
12860 Crossroads Parkway South
City of Industry, CA 91746
Attention: Gail Esfahaniha, Director

8.2 Reporting to DPSS

COUNTY and CONTRACTOR may agree to modify the reports listed below:

- 8.2.1 Monthly Management Report (MMR) – CONTRACTOR shall submit an MMR Attachment G-1 to the CCA by the tenth (10th) calendar day of the month following the month of service. The MMR shall be fully addressed, appropriate for postal service delivery, directly to the CCA designated by COUNTY placed in an envelope and sent to the CCA separate from Contractor Monthly Invoice. At CONTRACTOR discretion, the MMR, and attachments, may be sent via postal service, e-mail, or hand-delivered.
- 8.2.2 Monthly Complaint Log – CONTRACTOR shall attach its Complaint Log to the MMR, and submit it to the CCA designated by COUNTY by the tenth (10th) calendar day of the month following the month of service.
- 8.2.3 GEARS Problem Reporting - CONTRACTOR shall immediately notify COUNTY's GEARS Contractor if any of the problems listed in A. through C. below exist.
 - A. GEARS down time at CONTRACTOR site and the resulting impact on production.
 - B. Slow GEARS response time for inquiry and data entry and any resulting problems to CONTRACTOR's production.
 - C. Printer(s) performance problems.

If the problem continues for more than thirty (30) minutes, CONTRACTOR shall also notify the DPSS Office of Information Technology (OIT). CONTRACTOR shall maintain a GEARS Problem Log, Technical Exhibit 13.5, of all problems reported including GEARS Contractor and/or OIT responses, and shall attach the GEARS Problem Log to the MMR and submit it to the CCA designated by COUNTY by the tenth (10th) calendar day of the month following the month of service.

8.2.4 Child Care Monthly Reports: CalWORKs Families (CW 115) and Two-Parent Separate State Program (CW 115A)

CONTRACTOR shall ensure that data required for COUNTY to compile, complete and submit the Child Care Monthly Reports, CalWORKs Families (CW 115) and Two-Parent Separate State Program (CW 115A) to the California Department of Social Services is input to GEARS by the second (2nd) business day of the month following the report month and that the Stage 1 data for Part A, items 8. - 10. of the reports, that is generated to COUNTY manually reaches COUNTY by the tenth (10th) calendar day of the month following the report month. If the 10th calendar day is on a weekend or other non-business day, the Stage 1 data for Part A, items 8. - 10. shall be due the previous business day.

8.2.5 Monthly CalWORKs Reports

CONTRACTOR shall ensure that Stage 1, 2 and 3 children, families and expenditure data required for COUNTY's mandated report to the Los Angeles COUNTY Board of Supervisors reaches COUNTY by the twenty-fifth (25th) calendar day of the month following the report month.

8.2.6 Timing Out Questionnaire, Stage One CalWORKs Child Care (CW 2197)

CONTRACTOR shall complete the "Timing Out Questionnaire, Stage One CalWORKs Child Care" (CW 2197) report semi-annually, as required by the California Department of Social Services (CDSS). This data is needed for a 30-month period defined by CDSS to estimate the funding necessary to serve former CalWORKs participants in Stage 3 child care after they have exhausted their 24 months of Stage 1 child care benefits.

CONTRACTOR shall provide actual and projected information on the number of children and families receiving Stage 1 child care who have reached or who will reach the end of their 24-month limit of child care services for which former CalWORKs participants are eligible. CONTRACTOR shall report this data separately for one-parent and two-parent families, and shall ensure that the data is received by the COUNTY by January 15th and July 15th of each year, as appropriate for the specified report period. In the event that the 15th falls on a non-business day the report shall be due on the previous business day.

8.2.7 Ad Hoc Reports

At various times, COUNTY may request child care data or other information from CONTRACTOR on an ad hoc basis, as needed by the Department, COUNTY Board of Supervisors, the State, or other COUNTY agencies or entities for budgetary or other purposes. CONTRACTOR shall provide the requested data, if available, to COUNTY in a mutually agreeable time period.

8.2.8 Reporting on Retroactive Child Care Payments

CONTRACTOR shall ensure its ability to provide accurate and timely input to COUNTY's GEARS computer system on retroactive child care information consistent with COUNTY's revision to the GEARS system for data collection on retroactive child care payments. In the interim while GEARS modifications are being made, CONTRACTOR shall ensure the ability to provide to COUNTY timely and accurate data, separately, on delayed and retroactive child care cases and payments.

9. FRAUD REFERRALS

- 9.1 CONTRACTOR shall make fraud referrals to the DPSS Welfare Fraud Prevention & Investigations (WFP&I) Section pursuant to the instructions in Administrative Directive Number 4126, dated 9/24/02, (provided to CONTRACTOR prior to Contract effective date) and any supplements or other issuances subsequently released.
- 9.2 In those instances when COUNTY requests CONTRACTOR to make a fraud referral, (e.g., child care hotline referral, COUNTY Contract Monitor review), fraud referrals shall be made to WFP&I within three (3) business days with a copy provided to the DPSS Child Care Program Section.
- 9.3 When WFP&I contacts CONTRACTOR for further information/documentation, it shall be provided by CONTRACTOR within four (4) business days of request. Records from prior Fiscal Years shall be provided within ten (10) business days of request to allow time for accessing files stored off site, unless the request is a VIP case (a referral from the Board, Governor's office or any elected official). VIP cases require a 24-hour turn-around time.
- 9.4 A copy of all other fraud referrals initiated by CONTRACTOR shall also be provided to the DPSS Child Care Program Section.
- 9.5 COUNTY shall provide the CONTRACTOR with quarterly status reports on pending fraud investigations.
- 9.6 CONTRACTOR shall take the appropriate action to terminate child care cases/payments as required by Section 5.5, and make a fraud referral when the participant or child care provider admits to fraudulent activity that makes the case ineligible to child care benefits. In all other suspected fraud situations, CONTRACTOR shall make a fraud referral and wait for the COUNTY's direction on appropriate action to take on the child care case.

10. CONTRACTOR QUALITY ASSURANCE PLAN, DISASTER RECOVERY PLAN, HOTLINE COMPLAINTS, CONTRACTOR PUBLIC COMPLAINT SYSTEMS

10.1 Quality Assurance Plan - Under the predecessor Contract, CONTRACTOR has provided and has in place a Quality Assurance Plan. Within ninety (90) days of the effective date of this Contract, CONTRACTOR shall present to COUNTY a revised comprehensive Quality Assurance Plan, including both internal monitoring and staff training systems, to assure that the requirements of this Contract are met, and that a consistently high level of services are provided throughout the term of this Contract. CONTRACTOR shall work with other Stage 1 contractors to propose consistent monitoring methods in key areas, but may include monitoring components unique to CONTRACTOR. All monitoring records shall be provided to COUNTY upon request. The Plan shall include, but not be limited to the following:

- A. A monitoring system covering all services listed in Technical Exhibit 13.1, Performance Requirements Summary, identifying specific activities to be monitored, and the frequency of monitoring.
- B. Monthly monitoring of case files, provider files and payment records for accuracy and timeliness of work; a review of the functioning of system quality controls; and observance of staff to ensure that employees rendering services under this Contract do not present themselves by commission or omission as agents, employees, or representatives of DPSS. Monthly monitoring will include a focus on:
 - 1. Timeliness of authorizations.
 - 2. Accuracy of authorizations.
 - 3. Timeliness of payments to providers.
 - 4. Accuracy of payments to providers.
- C. Record keeping of all monitoring conducted by CONTRACTOR, identification of all errors found, a clear description of the problem, the corrective action taken, and the time elapsed between identification and completed correction.
- D. Training plan for newly hired staff.
- E. Plans for retraining staff who are found to have above average levels of errors, including inaccuracy or timeliness of their work.
- F. Samples of forms to be used in monitoring.
- G. Samples or records to be maintained of staff training.

10.2 Disaster Recovery Plan - CONTRACTOR shall have a Disaster Recovery Plan to ensure that electronic and other data and information on participants' eligibility and payments are secure and retrievable in the event of an emergency, i.e. fire, earthquake, electricity outage, or faulty internal systems. In the event of such a

disaster, CONTRACTOR shall have a Disaster Recovery System in place to assure that the requirements of this Contract are met, continuity of services are provided and resources are in place to maintain the ability to make payments to providers accurately and timely. The Plan shall include the name of the designated Data Transfer System (DTS) contact person and contact telephone number, as well as a designated backup and contact telephone number. Within ninety (90) days of the effective date of this Contract, CONTRACTOR shall present to COUNTY a comprehensive Disaster Recovery Plan.

Nothing in this section 10.2 requires the CONTRACTOR to maintain a second set of hard copy files, including, but not limited to, family case files, provider files or PPR and payment files.

10.3 Hotline Complaints - COUNTY shall refer complaints related to Stage 1 and Stage 2 needing resolution received at COUNTY's child care hotline to CONTRACTOR in writing for resolution. CONTRACTOR shall notify COUNTY in writing of the resolution and forward the list of such to the Child Care Alliance of Los Angeles' office. COUNTY shall prepare a monthly listing of hotline complaints referred to CONTRACTOR for resolution. Inquiries shall not be considered complaints. Calls not referred to CONTRACTOR for resolution shall not be considered complaints.

10.4 Agency Received Complaints - CONTRACTOR shall maintain a Complaint Log, Technical Exhibit 13.4 of all complaints related to Stage 1 and Stage 2 received directly by CONTRACTOR. The log shall include complaints about providers, about the CONTRACTOR or about other parts of the CalWORKs program.

Complaints which indicate abuse, neglect or exploitation of children shall be referred by CONTRACTOR to the Department of Children and Family Services.

11. OUTREACH ACTIVITIES

CONTRACTOR shall perform Outreach activities to families eligible for Stage 1 and/or Stage 2 CalWORKs child care to inform those families of the availability of child care, and how to access the services to the extent allowed by Outreach funding in CONTRACTOR's Fixed Fee Budget.

CONTRACTOR will maintain listings in the "yellow pages" sections of the Pacific Bell and Verizon telephone English directories for all cities which it serves, and at least one directory for non-English languages identified as required for CONTRACTOR's main office in Technical Exhibit 13.6, to the extent allowed by Outreach funding in CONTRACTOR's Fixed Fee Budget. COUNTY shall assist in contacts with Pacific Bell and Verizon, if necessary, to facilitate obtaining these listings.

Outreach activities may also include distribution of materials, presentations to community groups, participation in community events such as job fairs and health fairs, presentations to social agencies, radio announcements and print media advertising.

12. Performance Measures

Consistent with the COUNTY's goal of administering programs and services with specific and measurable outcomes, these contracted services include Performance Outcome Measures that are consistent with the COUNTY's Stage One Child Care Program goals.

The overall vision of the Stage One Child Care Program and this Contract is to assist Welfare-to-Work participants in obtaining child care services, which will aid participants in overcoming barriers, and result in economic self-sufficiency and independence from welfare programs. The following goals were developed with this ultimate vision in mind.

12.1. Customer Satisfaction

The CONTRACTOR shall provide satisfactory service to Participants and Providers.

CONTRACTOR shall assist Participant in completing the application process in accordance with the Stage One Child Care Contract, Statement of Work. CONTRACTOR shall assist the Participant as necessary to facilitate the application process resulting in a completed application and accurate evaluation of the participant's child care needs.

CONTRACTOR shall assist Provider in completing the application and providing instruction on the payment process in accordance with the Stage One Child Care Contract, Statement of Work. CONTRACTOR shall assist the Provider as necessary to ensure accurate payment for child care services rendered by the Provider.

CONTRACTOR will be measured by responses to Satisfaction Surveys of a random sampling of Participants and Providers who rate the CONTRACTOR Excellent, Good, Satisfactory, or Poor. Survey will be completed as part of the quarterly monitoring of the Stage One Child Care Contract. The Participant and Provider Surveys will be combined to determine the overall rate of satisfaction provided by CONTRACTOR. For this performance goal to be met, eighty (80) percent of those surveyed must rate Contractor at a level of Satisfactory or better. A minimum number of forty (40) percent of the Participants/Providers sample must have responded to the Surveys during any given monitoring quarter.

When CONTRACTOR does not meet the eighty (80) percent level, COUNTY shall assess CONTRACTOR 50 points for that review quarter.

12.2 Approval and Denial Rates

The goal of the Stage One Child Care Program is to approve child care for all eligible Applicants. CONTRACTOR is to work with all Applicants and Providers to maximize the approval of child care for all eligible Participants. COUNTY shall conduct a survey of applications and approvals for the first six (6) months of this Contract period to determine CONTRACTOR's base approval rate. The survey

will review applications each month and the resulting approval or denial of those applications as shown on GEARS. Denied duplicate applications and applications from an ineligible participant will not be counted for the purpose of this Performance Measurement goal. CONTRACTOR shall increase the rate of approved applications by one-half (.5) percent of the base rate in each three (3) month period of this Contract term.

When CONTRACTOR does not meet the one-half (.5) percent increase in approved applications in a three (3) month period, COUNTY will assess CONTRACTOR 50 points for that three month period. The assessed points shall be added to the Performance Requirement Summary for that three (3) months review quarter.

TECHNICAL EXHIBIT 13.1
PERFORMANCE REQUIREMENTS
SUMMARY CHART

STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART

13.1 Introduction

The PRS displays the services that will be monitored by the COUNTY during the term of the agreement.

All listings of “Required Service” or “Standard” used in this PRS are intended to be consistent with the main body of the Contract and the Statement of Work (Attachment A), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that specifically defined in the main body of the Contract and Statement of Work. In any case of inconsistency between “Required Service” or “Standard” as stated in the main body of the Contract or Statement of Work and this PRS, the meaning in the main body or Statement of Work will prevail. If any “Required Service” or “Standard” seems to be created in this PRS which is not specifically set forth in the main body or Statement of Work, that “Required Service” or “Standard” will be null and void and place no requirement on CONTRACTOR and will not be the basis of the assignment of any Unsatisfactory Performance Indicator (UPI) points.

In monitoring CONTRACTOR’s performance, COUNTY staff will monitor to the detailed terms set forth in the Statement of Work and the PRS. If COUNTY wishes to reinterpret the CONTRACT and change work requirements, a negotiated change to the Contract will be done per Section 8.7, “Changes and Amendment of Terms” of the Contract. If CONTRACTOR believes that COUNTY staff have made interpretations that increase CONTRACTOR’s work or costs, CONTRACTOR’s Contract Manager shall contact the DPSS Contract Monitoring Division Chief and request a meeting to resolve the differences of Contract interpretation.

13.2 Performance Requirements Summary Chart

The PRS chart:

- 13.2.1 Lists the required services most critical to satisfactory Contract performance (Column 1).
- 13.2.2 Identifies the performance indicator used to determine that the standards have been met (Column 2).
- 13.2.3 Defines the Standard of performance for each Required Service (Column 3).
- 13.2.4 Shows the Maximum Allowable Deviation from Perfect Performance (ADPP) for each Required Service that is allowed before COUNTY assesses Unsatisfactory Performance Indicator Points (Column 4).

STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART

- 13.2.5 Shows the Monitoring Methods DPSS will use to evaluate CONTRACTOR's performance in meeting the Contract requirements (Column 5).
- 13.2.6 Shows the monthly Unsatisfactory Performance Indicator Points to be assessed for exceeding the ADPP, for each listed Contract requirement (Column 6). These indicators may serve as the baseline for assessing the need to terminate the Contract.

13.3 Quality Assurance

COUNTY will monitor CONTRACTOR quarterly using the PRS and COUNTY Quality Assurance Surveillance Plan (QASP). The COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of monitoring that may be used are:

- 13.3.1 Random sampling; a standardized method for monitoring product (output) quality wherein all products within a lot (batch) stands a statistically equal chance of being selected for inspection. The random sampling chart found in Technical Exhibit 13.7, shall be used to determine the number of items sampled. COUNTY has the option of using a normal, medium, or small sample size.
- 13.3.2 One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually, or annually) as determined necessary to assure a sufficient evaluation of the CONTRACTOR's performance;
- 13.3.3 Review of files and reports maintained by the CONTRACTOR;
- 13.3.4 Interviews/written surveys with Stage 1 Child Care participants and providers;
- 13.3.5 Validated complaints for DOLs and/or administrative staff, other agencies and other departments with which CONTRACTOR has a relationship; and
- 13.3.6 On-site evaluations.

13.4 Notices of County Review Findings

- 13.4.1 Upon completion of a quarterly review, COUNTY shall provide CONTRACTOR a notice of the findings, including Case Discrepancy Reports, within ten work days.

STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART

- 13.4.2 CONTRACTOR shall have ten work days to respond, including taking corrective action, to the findings and Case Discrepancy Reports. The ten work days will begin upon receipt of the findings by the CONTRACTOR. CONTRACTOR may ask for an extension of the time needed to respond and COUNTY shall not unreasonably deny such request.
- 13.4.3 COUNTY shall respond to CONTRACTOR's responses within ten work days. The response shall indicate the acceptability or non-acceptability of the response. In the case of non-acceptability, the COUNTY shall provide the CONTRACTOR with the reason the response is unacceptable.
- 13.4.4 CONTRACTOR shall have another ten work days to provide a final response, including corrective action. CONTRACTOR may request an in-person meeting to discuss its final response, which request COUNTY shall grant.
- 13.4.5 COUNTY shall have ten work days to respond to the final response. At such time, COUNTY will issue the final report of findings, errors, assessed penalty points, and assessment of financial deductions. Financial deductions will be deducted from the CONTRACTOR's next administrative/operational month payment.

13.5 Error Correction

Any error or deviation from perfect performance which is detected by CONTRACTOR and corrected prior to discovery by the QAE will be considered cured and will not result in assessment of any UPI points. Timeliness errors cannot be cured. For overpayments, correction means the overpayment has been collected or is in the process of being collected or action has been taken to request the repayment of the overpayment.

13.6 Case Discrepancy Report

When case errors are detected, a Case Discrepancy Report (Technical Exhibit 13.2) shall be issued as part of the Quarterly Monitoring Report issued to the CONTRACTOR. When such case errors are noted, the CONTRACTOR shall be required to respond to the Case Discrepancy Report.

- 13.6.1 The Case Discrepancy Reports shall cite the reason for the issuance, indicate the violated Contract section, as referenced on the PRS, and indicate the time frame for rectification of the error noted.

STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART

13.6.2 CONTRACTOR shall review those cases cited for error, provide proof of corrective measures taken, and return the completed Case Discrepancy Report with supporting documentation attached by the due date specified on the Case Discrepancy Report.

13.7 Criteria for Acceptable or Unacceptable Performance

13.7.1 For areas measured by sampling, the sample is selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following:

- **Allowable Deviation from Perfect Performance (ADPP)** - The maximum percent of defects that can be accepted and still meet the Contract Standard for satisfactory performance;
- **Lot Size** - the total number of units or services to be provided;
- **Sample Size** - the number of units to be checked in a given period; and
- **Acceptable/Rejection Numbers** - the numbers which indicate whether the lot is acceptable or unacceptable.

13.7.1.1 The ADPP for each sampling is taken from the PRS. The lot size is determined by how often CONTRACTOR performed a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

13.7.1.2 The UPI points assessed from the sample size shall be applied to the lot size. For example, a sample size of 125 selected items from a lot size of 2,000 with an ADPP of five percent (5%), allows for 6 acceptable discrepancies. If 8 discrepancies are found, the entire lot is considered unsatisfactory. A reduction factor of 10 will be applied to the assessment of UPI points in determining the total points assessed. For example, if 4 points per incident are to be assessed, the following formula is used:

- 8 (discrepancies) divided by 125 (sample size) = 6.4%
- 6.4% x 2,000 (lot size) = 128 (# of unacceptable discrepancies)
- 128/10 (reduction factor) x 4 (UPI points) = 51

STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART

13.7.2 For areas not measured by sampling, UPI points will be applied as stated in the PRS Chart. For example, if reports are due on the 20th calendar day of the month, and a one day ADPP is allowed, UPI points will be assessed starting on the second day the report is late and applied to each day the report is late until it is received.

13.8 Remedy of Defects

Regardless of findings of unsatisfactory service and assessment of UPI points, CONTRACTOR must, within a reasonable time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

13.9 Unsatisfactory Performance Remedies

When CONTRACTOR performance does not conform with the requirements of the Contract, COUNTY will have the option to apply the following non-performance remedies:

13.9.1 CONTRACTOR shall implement a formal corrective action plan, subject to approval by COUNTY, in response to a Contract Discrepancy Report (CDR). In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence. Evidence of curing the discrepancies in the CDR shall be in accordance with Section 2.32 of the Contract.

13.9.2 COUNTY shall issue a CDR to CONTRACTOR when the UPI point total exceeds the .21 ratio threshold for all factors during any one month during the term of this Contract.

13.9.3 COUNTY shall issue a CDR to the Contractor and invoke an assessment based on the following scale if the total UPI points to caseload ratio exceeds a threshold of .15 during a review quarter. A CDR and notice of assessment will be mailed to CONTRACTOR per Section 8.43 of this Contract.

The caseload ratio is determined by the total penalty points divided by the lot size (for this determination the lot size will be the monthly average authorizations for the quarter).

STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART

.16 - .20 = \$200	.41 - .45 = \$800
.21 - .25 = \$300	.46 - .50 = \$900
.26 - .30 = \$500	.51 - .60 = \$1,000
.31 - .35 = \$600	.61 - .65 = \$1,500
.36 - .40 = \$700	.66 or more = \$2,000

Example:

Lot Size	Penalty Points	Point to Caseload Ratio	Threshold = .15	Deduction
1,565	40	.03	.15	no deduction
591	160	.27	.15	\$500
1,859	462	.25	.15	\$300
2,452	412	.17	.15	\$200
1,112	216	.19	.15	\$200
136	23	.17	.15	\$200
878	132	.15	.15	no deduction
671	312	.46	.15	\$900 deduction

- 13.9.4 If CONTRACTOR exceeds the .31 ratio threshold during a review period, the provisions of Section 13.9.3 will apply and with the next Department of Public Social Services' Stage One Child Care periodic report, a notice will be sent to the Board of Supervisors.
- 13.9.5 COUNTY shall issue a Notice to Cure and a notice to the Board of Supervisors including recommendation of further remedial actions when the UPI point total exceeds the .51 ratio threshold for all factors during one review period during the term of this Contract. COUNTY and CONTRACTOR shall follow the steps below to resolve the Notice to Cure.
- 13.9.5.1 COUNTY will in all cases provide a thirty (30) business day written Notice to Cure.
- 13.9.5.2 COUNTY and CONTRACTOR shall meet and confer within three (3) business days of CONTRACTOR's receipt of Notice to Cure.
- 13.9.5.3 Within five (5) business days of the meet and confer, CONTRACTOR shall produce a plan of correction, specifying the action to be taken to cure and the time that said action will be completed. Such actions must be completed within a reasonable time as determined by COUNTY.
- 13.9.5.4 COUNTY shall respond to the plan within three (3) business days of receipt thereof.

This Section, 13.0 does not preclude COUNTY's right to terminate this Contract, as provided for in Section 8 of this Contract, Paragraph 54, Termination for Convenience of COUNTY.

STAGE ONE CHILD CARE SERVICES CONTRACT PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Service	Performance Indicator(s)	Standard(s)	Allowable Deviation from Perfect Performance	Monitoring Methods	Unsatisfactory Performance Indicator Points for Exceeding ADPP
Collocation and Swift Communication Section 4.1.1, 4.1.2, 4.7	On-site collocation services provided daily. Site visit services provided weekly.	Contractor collocation staff provide services on daily/weekly basis.	1 day per quarter, per collocated site with no collocated staff, or fewer than required per T.E. 13.6. 1 weekly visit per quarter not completed.	Site visits to collocated offices; discussion with Regional/District staff. Surveys of site managerial staff.	* 5 points per day per uncovered collocated site. * 3 points per weekly visit not completed.
Determining Presumptive Eligibility Section 4.2.2 and 5.1	Presumptive Eligibility (PE) correctly determined within 4 business days.	Child care requests are processed for PE timely and correctly, including issuing of letter notifying participant of PE or denial.	5.0%	Random sample of GEARS reports. Lot size is monthly average of approved applications for the quarter.	3 points per untimely and/or incorrect eligibility determination. Applied to agency that determined presumptive eligibility.
Referral for Licensed Child Care Section 5.2.2	Provide 4 confirmed referrals within 4 business days of receipt of participant's request except as provided in 5.2.2.2.	Documentation (ST1-09) in case record showing minimum of 4 referrals to licensed child care providers provided within 4 business days of receipt of request. Additional referrals made as needed.	4.0%	Random sample of GEARS reports. Lot size is monthly average of referrals made in the quarter.	3 points per untimely or insufficient number of referrals made.
Approving Child Care Services Sections 5.2.3 through 5.3	Child care approvals determined correctly, with required documentation on file.	Documentation in case files show child care was approved correctly. NOAs were completed correctly.	5.0%	Random sample of GEARS reports. Lot size is monthly average of approved applications for the quarter.	4 points per incorrectly approved application.

Required Service	Performance Indicator(s)	Standard(s)	Allowable Deviation from Perfect Performance	Monitoring Methods	Unsatisfactory Performance Indicator Points for Exceeding ADPP
Approving Child Care Services Sections 5.2.3 through 5.3	Child care approvals are determined timely (within 4 business days of receipt of required documents and 30 calendar days of mailed ST1-05 to participant), with required documentation of timeliness on file and on GEARS.	Documentation in case files/GEARS show child care was approved timely. NOAs were completed timely.	10.0%	Random sample of GEARS reports. Lot size is monthly average of approved applications for the quarter	2 points per untimely approved application.
Denial of Child Care Services Section 5.2.3 through 5.3	Child care denials are determined correctly with required documentation on file.	Documentation in case files show child care was denied correctly. NOAs were completed correctly.	5.0%	Random sample of GEARS reports. Lot size is monthly average of denied applications for the quarter.	4 points per incorrectly denied application.
Denial of Child Care Services Section 5.2.3 through 5.3	Child care denials are determined timely with required documentation on file and in GEARS, allowing 30 calendar days from date ST1-05 was mailed to participant.	Documentation in case files/GEARS show child care was denied timely. NOAs were completed timely.	10.0%	Random sample of GEARS reports. Lot size is monthly average of denied applications for the quarter.	2 points per untimely approved application.
Transfer to Stage 2 or Stage 3 Section 5.6	Transfers are completed appropriately.	Documentation in case files show transfers were completed appropriately.	5.0%	Random sample of GEARS reports. Lot size is monthly average of cases eligible to transfer for the quarter.	4 points per inappropriate case transfer, or case not transferred when it should have been.
Transfer to Stage 2 or Stage 3 Section 5.6	Transfers are completed timely, consistent with CDE CalWORKs rules and regulations.	Documentation in case files show transfers were completed timely.	5.0%	Random sample of GEARS reports. Lot size is monthly average of cases eligible to transfer for the quarter.	2 points per untimely transfer.

Required Service	Performance Indicator(s)	Standard(s)	Allowable Deviation from Perfect Performance	Monitoring Methods	Unsatisfactory Performance Indicator Points for Exceeding ADPP
Provider Payments Section 6.1	Provider payments are accurate.	Provider payments are accurate.	5.0%	Random sample of GEARs Reports. Lot size is monthly average number of provider payments made during the quarter.	4 points per payment not made accurately.
Provider Payments Section 6.1	Provider payments are timely – within 10 business days of receipt of completed PPR.	Provider payments are timely.	10.0%	Random sample of GEARs Reports. Lot size is monthly average number of provider payments made during the quarter.	2 points per payment not made timely.
Overpayments Section 6.2	Actions to collect overpayments are initiated accurately and timely – within 5 business days of determination.	Overpayment calculations are accurate and notifications to providers and participants to collect overpayment are initiated timely.	3%	Random sample.	4 points per overpayment not processed correctly.
GEARS Data Entry Section 6.3	Payments updated to electronic data system are made timely – within 4 business days from date check printed.	Payments updated timely.	0%	Random sample of GEARs reports. Lot size is monthly average of provider payments made during the quarter.	* 10 points for each day late for each payment not updated timely.

Required Service	Performance Indicator(s)	Standard(s)	Allowable Deviation from Perfect Performance	Monitoring Methods	Unsatisfactory Performance Indicator Points for Exceeding ADPP
Appeals and State Hearings Section 7.1 and 7.3	Contractor participates in conciliation, grievance and State Hearings. CONTRACTOR complies with State Hearing decisions timely and accurately, consistent with A.D. 4501.	CONTRACTOR participates as requested by County. State Hearing decisions are processed timely and accurately.	0% 3%	Verified complaint of non-appearance or non-timely appearance. Complaints - Review of Compliance Actions.	* 10 points per non-appearance or non-timely appearance. * 4 points per hearing compliance not processed timely and accurately.
Reports Section 8.2.4 And Section 8.2.6	CONTRACTOR's reports CW115(A) are submitted accurately and timely – by the 10th calendar day of each month. CONTRACTOR's report CW2197 is submitted accurately and timely – by January 15 or July 15 of each year.	CONTRACTOR submits timely and accurate reports.	1 report may be 1 business day late each quarter.	100% review of reports.	* \$50 each day late, each report.

Required Service	Performance Indicator(s)	Standard(s)	Allowable Deviation from Perfect Performance	Monitoring Methods	Unsatisfactory Performance Indicator Points for Exceeding ADPP
Fraud Referrals Section 9	<p>CONTRACTOR makes timely and accurate fraud referrals, consistent with A.D. 4126.</p> <p>CONTRACTOR makes fraud referrals within 3 business days when requested by County.</p> <p>CONTRACTOR responds to requests for additional information/ documentation timely – within 4 business days.</p>	<p>CONTRACTOR submits complete and accurate fraud reports submitted to County / WFP&I within time frames in Contract.</p> <p>CONTRACTOR responds to requests for additional information/documentation within timeframes specified in Administrative Directives.</p>	<p>5.0%</p> <p>5.0%</p> <p>5.0%</p>	<p>100% of cases in which CONTRACTOR was directed by County to make fraud referral.</p> <p>Random sample of CONTRACTOR generated fraud referrals for completeness and accuracy.</p> <p>Lot size is monthly average number of referrals during the quarter.</p> <p>100% of complaints of untimely responses to requests for information from WFP&I.</p>	<p>* 3 points per business day late, up to a maximum of 50 points.</p> <p>* 3 points per incomplete or inaccurate referral.</p> <p>* 3 points per valid incident of untimely response.</p>
Performance Measure: Customer Satisfaction Section 12	CONTRACTOR maintains Satisfactory or better rating on Customer Satisfaction Survey	CONTRACTOR provides Satisfactory or better service to participants and providers 80% of the time, as shown by results to Customer Satisfaction Survey.	0%	Random sample of GEARS reports during this quarter of Approvals, Denials and Payments.	* 50 points per quarter for not meeting goal.
Performance Measure: Approval and Denial Rates Section 12	CONTRACTOR meets the .5% increase in number of approvals during this quarter.	CONTRACTOR increases the number of approvals by .5% from the base rate.	0%	Comparison of GEARS reports of applications and the resulting Approvals and Denials for this quarter compared to last quarter.	* 50 points per quarter for not meeting goal.

* Items not measured by sampling. Points assessed for each incident above the ADPP level.

TECHNICAL EXHIBIT 13.2
CASE DISCREPANCY REPORT

CASE DISCREPANCY REPORT (SAMPLE)

TO: _____ Agency

Review Quarter: _____

From: _____, DPSS

Date of Review: _____

DISCREPANCY PROBLEM:

Signature of CCA: _____ Report Date: ____/____/____ To Return By: ____/____/____

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Agency Contract Manager: _____ Response Date: ____/____/____

COUNTY EVALUATION OF CONTRACTOR RESPONSE: Acceptable (Yes OR No):

If not acceptable, reason:

Signature of CCA: _____ Review Date: ____/____/____ To Return By: ____/____/____

CONTRACTOR FOLLOW-UP ACTION:

Signature of Agency Contract Manager: _____ Response Date: ____/____/____

(Note: Subsequent County non-acceptance of Agency corrective action may be followed by more formal action)

TECHNICAL EXHIBIT 13.3

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT (SAMPLE)

TO: _____ **Agency** **Review Quarter:** _____

From: _____, **DPSS** **Date of Review:** _____

DISCREPANCY PROBLEM:

Signature of CCA: _____ **Report Date:** ____/____/____ **To Return By:** ____/____/____

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Agency Contract Manager: _____ **Response Date:** ____/____/____

COUNTY EVALUATION OF CONTRACTOR RESPONSE: Acceptable (Y OR N):

If not acceptable, reason:

Signature of CCA: _____ **Review Date:** ____/____/____ **To Return By:** ____/____/____

CONTRACTOR FOLLOW-UP ACTION:

Signature of Agency Contract Manager: _____ **Response Date:** ____/____/____

(Note: Subsequent County non-acceptance of Agency corrective action may be followed by more formal action)

TECHNICAL EXHIBIT 13.4
MONTHLY COMPLAINT LOG

STAGE 1 CHILD CARE CONTRACT

MONTHLY COMPLAINT LOG

REPORTING AGENCY: _____

REPORT MONTH: _____ YEAR: _____ STAFF PERSON COMPLETING REPORT: _____ DATE COMPLETED _____

Date	Time Of Call	Complainant's Name	Provider I.D. No.	Primary Language	Explain Problem	Resolution	Staff Person	Time Spent
	a.m. p.m.							
	a.m. p.m.							
	a.m. p.m.							
	a.m. p.m.							

NOTE: CONTRACTOR to attach a copy of this log to the Monthly Management Report.

TECHNICAL EXHIBIT 13.5

GEARS PROBLEM LOG

STAGE 1 CHILD CARE CONTRACT

GEARS PROBLEM LOG

REPORTING AGENCY: _____

REPORT MONTH: _____ YEAR: _____

1. **GEARS PROBLEM:**

- Check one:
- 1. GEARS system down: _____
 - 2. Printer performance: _____
 - 3. Slow response time: _____

DATE OF PROBLEM	TIME DOWN AM/PM	TIME UP AM/PM	TOTAL DOWN TIME HOURS/MINUTES	REPORTED TO ESD (YES/NO)

2. **DESCRIPTION OF PROBLEM AND IMPACT ON OPERATION**

STAFF PERSON COMPLETING REPORT: _____

DATE: _____

NOTE: CONTRACTOR to attach a copy of this log to the Monthly Management Report.

TECHNICAL EXHIBIT 13.6

COLLOCATION STAFFING AND WORK HOURS
REP/AFLP OFFICES FOR SWIFT COMMUNICATIONS
AND
AGENCY MAIN OFFICE LANGUAGE CAPABILITIES

STAGE 1 CHILD CARE CONTRACT

ALLOCATED COLLOCATION STAFF			
Agency	Staff	Agency	Staff
CCFS	0	Drew	0
CCIS	0	IILA	0
CCRC	*7	MAOF	*3
CHS	*6	Options	*3
Norwalk	0	Pathways	0
Connections	0	PUSD	2
Crystal Stairs	*7		

* Includes 1 Floater Staff, as specified in 4.1.2

COLLOCATED DPSS WORK LOCATIONS

DPSS DISTRICT	PRIMARY SERVICING AGENCY/STAFF		BILINGUAL REQUIREMENTS	DAYS	HOURS*
Florence #17 1740 E. Gage Ave. Los Angeles 90001	Crystal Stairs	1	English/Spanish	M-F	8:30 a.m. - 5:30 p.m.
Lancaster #34 349-B E. Avenue K-6 Lancaster 93535 GAIN REGION II - Antelope Valley Sub-Office 349 C East Ave., K-6 Lancaster 93535	CCRC	1	English/Spanish	M-F	7:00 a.m. - 4:00 p.m.
GAIN REGION I 5200 W. Century Blvd. Los Angeles 90045	Crystal Stairs	2	English/Spanish	M-F	8:30 a.m. - 5:30 p.m.
GAIN REGION II 21415 Plummer St. Chatsworth 91311	CCRC	1	English/Spanish	M-F	7:00 a.m. - 4:00 p.m.
West Valley #82 21415 Plummer St. Chatsworth, 91311					
GAIN REGION II Palmdale Sub-Office 1050 E. Palmdale Blvd. Palmdale 93350	CCRC	2	English/Spanish	M-F	7:00 a.m. - 4:00 p.m.

STAGE 1 CHILD CARE CONTRACT

COLLOCATED DPSS WORK LOCATIONS

DPSS DISTRICT	PRIMARY SERVICING AGENCY/STAFF		BILINGUAL REQUIREMENTS	DAYS	HOURS*
GAIN REGION III 3216 N. Rosemead Blvd. El Monte 91731	Options	2	English/Spanish English/Vietnamese	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION III Pomona Sub-Office 2255 N. Garey Ave. Pomona 91767	Pomona	2	English/Spanish	M-F	8:00 a.m.- 5:00 p.m.
GAIN REGION IV Exposition Park 3965 S. Vermont Ave. Los Angeles 90037	Crystal Stairs	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION IV Sub-Office 2910 W. Beverly Blvd. Los Angeles 90057	Crystal Stairs	2	English/Spanish English/Armenian	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION V 2959 Victoria Street Rancho Dominguez 90221	CHS	5	English/Spanish English/Vietnamese	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION VI 5460 Bandini Blvd. Bell 90201	MAOF	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION VI Belvedere Sub-Office 5445 E. Whittier Blvd. Los Angeles 90201	MAOF	1	English/Spanish	M-F	8:00 a.m. - 5:00 p.m.
GAIN REGION VII 3307 N. Glenoaks Blvd. Burbank 91504	CCRC	2	English/Armenian	M-F	7:00 a.m. - 4:00 p.m.

*Assigned hours may vary as directed by DPSS Office Head.

STAGE 1 CHILD CARE CONTRACT

WEEKLY VISITS - DPSS WORK LOCATIONS

DPSS DISTRICT	PRIMARY VISITING AGENCY*
Glendale #02 4680 San Fernando Rd. Glendale 91204	CCRC
Pasadena #03 955 N. Lake Ave Pasadena 91104	Options
El Monte #04 3350 Aerojet Avenue El Monte 91731	Options
Cudahy #06 8130 S. Atlantic Ave. Cudahy 90201	MAOF
West Los Angeles #09 11390 W. Olympic Blvd. Los Angeles 90064	Crystal Stairs
East Valley #11 14545 Lanark St. Panorama City 91402	CCRC
Exposition Park #12 3833 S. Vermont Ave. Los Angeles 90007	Crystal Stairs
Metro Family #13 2615 S. Grand Ave. Los Angeles 90007	Crystal Stairs
Metro East #15 2855 E. Olympic Blvd. Los Angeles 90023	MAOF

STAGE 1 CHILD CARE CONTRACT

WEEKLY VISITS - DPSS WORK LOCATIONS

DPSS DISTRICT	PRIMARY VISITING AGENCY*
San Gabriel 3350 Aerojet Avenue El Monte 91731 #20	Options
Compton 211 E. Alondra Blvd. Compton 90220 #26	CHS
South Central 10728 S. Central Ave. Los Angeles 90059 #27	Crystal Stairs
South Family 17600 "A" S. Santa Fe Ave. Rancho Dominguez 90221 #31	CHS
Pomona 2040 W. Holt Ave. Pomona 91768 #36	Pomona USD
Metro North 2601 W. Wilshire Blvd. Los Angeles 90057 #38	MAOF
Norwalk 12727 Norwalk Blvd. Norwalk 90650 #40	CHS
Santa Clarita 27233 Camp Plenty Road Canyon Country 91351 #51	CCRC
Paramount 2961 East Victoria Rancho Dominguez 90221 #62	CHS
Lincoln Heights 4077 N. Mission Road Los Angeles 90032 #66	MAOF
Southwest Family 923 E. Redondo Blvd. Inglewood 90302 #83	Crystal Stairs

REFUGEE SERVICES PROVIDERS FOR REP PROGRAM
FOR SWIFT COMMUNICATION

REFUGEE EMPLOYMENT PROGRAM CONTRACTORS	PRIMARY VISITING AGENCY*
Armenian Evangelical Social Services Center (AESSC) 5250 Santa Monica Blvd., Ste. 204 Los Angeles 90029	Crystal Stairs
Armenian Relief Society (ARS) 517 West Glenoaks Blvd. Glendale 91202	CCRC
Community Enhanced Services 1335 North La Brea Av., Suite 3 Los Angeles 90028	Pathways
Economic & Employment Development Center (EEDC) 2200 West Valley Blvd., Suite A Alhambra 91803	Options
Jewish Vocational Services (JVS) 6505 Wilshire Blvd., Ste. 200 Los Angeles 90048	Crystal Stairs
Los Angeles Unified School District (LAUSD) 1646 South Olive Street, Suite 221 & 213 Los Angeles 90015	Crystal Stairs
Los Angeles Unified School District (LAUSD) 6200 Winnetka Avenue, Rm 43 Woodland Hills 91367	CCRC

Refugee Service Providers are subject to change.

STAGE 1 CHILD CARE CONTRACT

AFLP OFFICES FOR SWIFT COMMUNICATIONS

AFLP OFFICE SITE	AFLP LIAISON	SERVICING R&R AGENCY
El Nido Family Center 9302 S. Normandie Ave. Los Angeles 90047	Francesca Anello (323) 757-0101 FAX (323) 757-8434	Crystal Stairs
El Nido Family Center 12502 Van Nuys Blvd., Ste. 201 Pacoima 91331	Eugenia Castro (818) 896- 7776 FAX (834) 797-6329	CCRC
El Nido Family Center 406 Carson Plaza Dr., Ste. 106 Carson 90746	Laurie Alper (310) 768-8030 FAX (310) 768-8186	Crystal Stairs
El Nido Family Center 38345 30 th St., East, Ste. C Palmdale 93550	Rosemarie Molinado (805) 274-4192 FAX (805) 274-4199	CCRC
El Nido Family Center 10200 Sepulveda Blvd, Ste. 350 Mission Hills 91345	Anita Butler (818) 830-3646 FAX (818) 830-3654	CCRC
El Nido Family Center 110 S. La Brea Av., Suit 420 Inglewood 90301	Leon Thompson (310) 677-7366 FAX (310) 677-4626	Crystal Stairs
Foothill Family Services 2500 E. Foothill Pasadena 91101	Lorraine Williams (626) 564-1613 FAX (626) 564-1651	Options
Foothill Family Services 1720 W. Cameron Ave., Ste.100 West Covina 91709	Marsha Porshin (626) 338-9200 FAX (6262) 856-1560	Options
Foothill Family Service El Monte Office 11429 Valley Blvd. El Monte 91731	Nancee Lee-Allen (626) 442-8391 FAX (626) 442-8387	Options
Children's Hospital of L.A. Project Nateen 4610 Hollywood Blvd. Los Angeles 90027	Fabiola Ruiz (323) 669-5981 FAX (323) 913-1653	Crystal Stairs
Altamed Health Services 512 S. Indiana St. Los Angeles 90063	Xochitl Ibarra (323) 307-0171 FAX (323) 307-0161	MAOF
Altamed Health Services 3820 Martin Luther King Jr. Blvd. Lynwood 90262	Christy Harris (310) 605-0311 FAX (310) 605-0318	CHS

STAGE 1 CHILD CARE CONTRACT

AGENCY MAIN OFFICE LANGUAGE CAPABILITIES:

Each CONTRACTOR shall maintain the following language capabilities at its main office for this Contract, including telephone access, as specified below. English and Spanish capability is required during all public access hours, as specified in the Statement of Work Section 1.3.1. Other language capabilities listed below are required from 8:00 a.m. to 4:00 p.m., Monday through Friday. See Section 3.2 for additional requirements for services to Non-English/Limited English Speaking participants.

CCRC

- English
- Spanish
- Armenian

CCIS

- English
- Spanish

Pathways

- English
- Spanish
- Korean
- Armenian

MAOF

- English
- Spanish

Connections

- English
- Spanish

CHS

- English
- Spanish
- Cambodian

Crystal Stairs

- English
- Spanish

Options

- English
- Spanish
- Vietnamese
- Cantonese
- Mandarin

City of Norwalk

- English
- Spanish

Pomona USD

- English
- Spanish

CCFS

- English
- Spanish

Drew CDC

- English
- Spanish

International Institute of L.A.

- English
- Spanish

TECHNICAL EXHIBIT 13.7

RANDOM SAMPLING CHART

SAMPLE SIZE CHART

LOT SIZE	NORMAL SAMPLE SIZE	MEDIUM SAMPLE SIZE	SMALL SAMPLE SIZE
2 – 8	2	2	2
9 – 15	3	2	2
16 – 25	5	3	3
26 – 50	8	5	5
51 – 90	20	8	8
91 – 150	20	8	8
151 – 280	32	13	13
281 – 500	50	20	13
501 - 1,200	80	32	20
1,201 - 3,200	125	50	32
3,201 - 10,000	200	80	50

TECHNICAL EXHIBIT 13.8

COMPLIANCE WITH LAWS, RULES, ORDINANCES AND DIRECTIVES

COMPLIANCE WITH LAWS, RULES, ORDINANCES AND DIRECTIVES

Applicable federal, State and local laws, rules, regulations, ordinances and directives and all provisions required, but not limited to:

Laws, Rules, Ordinances....	Issue Date	Title
All-County Letter 97-73	10/29/97	CalWORKs Implementation- Child Care
All-County Letter 98-08	2/18/98	Child Care Providers Exempt from Health & Safety Self-Certification Requirements and Trustline Exemptions
CDSS Regulations Division 22-000 (in entirety)		Appeals and State Hearings
All-County Information Notice I-86-80	03/13/81	Addresses on NA Backs
All-County Letter 84-01	01/03/84	<u>King v. McMahon</u>
All-County Information I-139-79	12/12/79	Change in Time Period for Appeal Affecting Publications
All-County Information Notice I-47-77	05/31/77	Translated Fair Hearing Decisions
All-County Letter 74-114	06/24/74	Implementation of Fair Hearing Decision Where Hearing Requested By County
CDSS Regulations Division 22-000	07/01/83	Notice of Action Timeliness Guidelines
All-County Letter 98-46	07/01/98	CalWORKs Child Care Regulations
All-County Letter 98-52	07/09/98	Regulations: Trustline and Health and Safety
All-County Letter 99-63	09/07/99	CalWORKs Stage One Child Care Program
<i>Social Security Act</i>		
State Energy and Efficiency Plan (<i>Title 24, California Administrative Code</i>)		
Clean Air Act (<i>Section 306, 42 USC 1857 (h)</i>)		
Clean Water Act (<i>Section 508, 33 USC 1368</i>)		
Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)		

Laws, Rules, Ordinances....	Issue Date	Title
All current applicable Health & Safety, Trustline directives released by CDSS	various	various
California Welfare and Institutions Code		
<i>California Department of Social Services (CDSS) Manual of Policies and Procedures</i>	various	various
DPSS Administrative Directive 4126	09/24/02	CalWORKs Stage 1 Child Care Fraud and Overissuances
DPSS Administrative Directive 4157	04/15/02	Retroactive Payments for CalWORKs Stage 1 Child Care
DPSS Administrative Directive 4227	07/21/03	New Policy for Retroactive Payments for CalWORKs Stage 1 Child Care Program
DPSS Administrative Directive 4471	04/08/04	Protocol for Request for DPSS Case Information/Documents Needed by R&R/APP Agencies for CalWORKs Child Care Eligibility Determination and Maintenance
DPSS Administrative Directive 4501	06/09/05	Appeals and State Hearings for the CalWORKs Stage 1 Child Care Program
DPSS Administrative Directive 4514	07/11/05	Implementation of Final Regional Market Rate Regulations and 2003 Ceilings for the CalWORKs Stage 1 Child Care Program
DPSS Administrative Directive 4571	05/18/06	CalWORKs Stage 1 Child Care Denials
DPSS Administrative Memorandum 05-31	09/07/05	Child Care Fraud Referrals
DPSS Administrative Directive 4531	11/08/05	CalWORKs Universe of New and Returning Potential Cal-LEARN Eligible Listing
DPSS Administrative Memorandum 05-48	12/27/05	Assessment of Family Fees for Stage One Child Care Services
DPSS Administrative Directive 4532	12/28/05	Instructions on Handling CalWORKs Stage One Child Care Cases for Victims of Domestic Violence
DPSS Administrative Directive 4549	02/23/06	Subsidized Child Care for 11 and 12 Year-Old Children
DPSS Administrative Directive 4550	02/28/06	Inter-County Transfer (ICT) of CalWORKs Stage 1 Child Care Services
DPSS Forms Manual Letter 4649	05/04/06	ST1-01, CalWORKs Stage 1 Child Care Request

Laws, Rules, Ordinances....	Issue Date	Title
DPSS Forms Manual Letter 4652	05/18/06	CalWORKs Stage 1 Child Care Forms
DPSS Administrative Memorandum 05-48	12/27/05	Assessment of Family Fees for Stage One Child Care Services

* CONTRACTOR is required to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives relating to Stage 1 Child Care stated above, those in effect but not listed and any future laws, rules, regulations, ordinances and directives.

ATTACHMENT B

CONTRACTOR'S BUDGET

INSERT BUDGET HERE

ATTACHMENT C

CONTRACTOR'S INVOICE FORMAT

CONTRACTOR MONTHLY INVOICE

SUMMARY PAGE

Agency Name:_____ Contract No:_____

Report Month/Year:_____ Fiscal Year:_____

Billing Date:_____

1. Operational/Administrative (O/A) Fee (Total From Page 2): \$ _____
2. Fixed Monthly Fee for Collocation Staff: \$ _____
3. Fixed Monthly Fee for Outreach Activities
(Attach documentation of expense): \$ _____
4. Operational/Administrative Adjustments (From Page 4): + \$ _____
Or: - \$(_____)
5. **Total Fees For Services** (Sum of 1 through 4) \$ _____

-
6. Direct Provider Payment (DPP) Reimbursement (From Page 3): \$ _____
 7. Direct Provider Payment Reimbursement Adjust. (From Page 5): + \$ _____
Or: - \$(_____)
 8. **Total Direct Provider Payment Reimbursement**
(Sum of 6 plus 7, or sum of 6 minus 7): \$ _____

FISCAL YEAR RECAP:

OPERATIONAL/ADMINISTRATIVE PAYMENTS: \$ _____

PROVIDER PAYMENTS: \$ _____

Person Completing Invoice:_____ Telephone No: () _____

Reviewed By:_____ Date:_____/____/____

CONTRACTOR CURRENT MONTH

OPERATIONAL/ADMINISTRATIVE INVOICE

Agency Name: _____ Contract No: _____

Report Month/Year : _____ Fiscal Year: _____

Billing Date: _____

Prior Month Payment Authoriza- tions	Current Month Payment Authoriza- tions	Enhanced Referral w/o Approval or Denial	Sub- Total	Pay Point Rate	Total

1. GEARS Cases: _____ + _____ + _____ = _____

2. EXEMPT
Not on GEARS: _____ + _____ + _____ = _____

3. LICENSED-
Not on GEARS: _____ + _____ + _____ = _____

4. ASE - On Aid: _____ + _____ + _____ = _____

5. ASE - Off Aid: _____ + _____ + _____ = _____

6. Total Current &
Prior Month Payment
Authorizations _____ + _____ + _____ = _____ X \$ **127.69** = \$ _____

TOTAL BILLED: _____ \$ _____

NOTE: Prior month authorizations are those applications approved the month following the application month. Current month authorizations are those applications approved for the current report month and those cases with ongoing approval status. Do not include retroactive authorized approvals on this page. Enter retroactive authorizations on Page 4.

CONTRACTOR CURRENT MONTH
DIRECT PROVIDER PAYMENT INVOICE

Agency Name: _____ Contract No: _____

Report Month/Year: _____ Fiscal Year: _____

Billing Date: _____

DIRECT PROVIDER PAYMENTS (DPP)	INVOICE AMOUNT
-----------------------------------	-------------------

1. GEARS Cases: \$ _____

2. Exempt-Not on GEARS: \$ _____

3. Licensed-Not on GEARS: \$ _____

4. ASE - On Aid: \$ _____

5. ASE - Off Aid: \$ _____

TOTAL BILLED: (Sum of 1 through 5) \$ _____

NOTE: Include all Direct Provider Payments entered into GEARS in the Report Month. Include payments made as part of a retroactive authorization.

CONTRACTOR ADJUSTMENT PAGE

OPERATIONAL/ADMINISTRATIVE INVOICE

Agency Name: _____ Contract No.: _____
 Report Month/Year: _____ Fiscal Year: _____
 Billing Date: _____

ADDITIONAL RETROACTIVE OR ADJUSTMENTS	Retroactive Authorizations (Total Month)	+/- Adjustments	Total	Rate	+/- Payment	Total Payment
---------------------------------------------	------------------------------------------------	--------------------	-------	------	-------------	------------------

1. GEARS Cases _____ +/- _____ = _____ x **\$127.69** +/- \$ _____

2. Exempt-Not on
GEARS _____ +/- _____ = _____ x **\$127.69** +/- \$ _____

3. Licensed-Not on
GEARS _____ +/- _____ = _____ x **\$127.69** +/- \$ _____

4. ASE - On Aid _____ +/- _____ = _____ x **\$127.69** +/- \$ _____

5. ASE - Off Aid _____ +/- _____ = _____ x **\$127.69** +/- \$ _____

TOTAL BILLED: _____ **\$** _____

Notes:

1. Circle "+" or "-" on each line.
2. Attach a separate list, or enter on the Monthly Activity Report, each retroactive authorization or adjustments. Group by month (i.e. list all January changes then list all February, etc.)
3. Retroactive cases:
 - a. Agencies may only bill for one month of retroactive case management except for "B".
 - b. If a parent provides documentation for two or more months of retroactive child care, the agency may invoice DPSS for a maximum of two months retroactive case management, per current Administrative Directive relating to retroactive eligibility.

CONTRACTOR ADJUSTMENT PAGE

DIRECT PROVIDER PAYMENT INVOICE

Agency Name: _____ Contract No.: _____

Report Month/Year: _____ Fiscal Year: _____

Billing Date: _____

O/P and U/P and CORRECTIONS OF DIRECT PROVIDER PAYMENTS	Underpayment and upward adjustments	Overpayments and downwards adjustments	+/- Payment	Total Payment
1. GEARS Cases	+ \$ _____	- \$ _____ =	+/- \$ _____	
2. Exempt-Not on GEARS	+ \$ _____	- \$ _____ =	+/- \$ _____	
3. Licensed-Not on GEARS	+ \$ _____	- \$ _____ =	+/- \$ _____	
4. ASE - On Aid	+ \$ _____	- \$ _____ =	+/- \$ _____	
5. ASE - Off Aid	+ \$ _____	- \$ _____ =	+/- \$ _____	
TOTAL BILLED:	+ \$ _____	- \$ _____ =	+/- \$ _____	\$ _____

- NOTE:.**
1. If total is positive, (+) COUNTY owes CONTRACTOR this amount for direct provider payments. If total is negative (-) CONTRACTOR owes COUNTY this amount for overpayments.
 2. Attach a list of all overpayments/underpayments and adjustments. Use the Monthly Activity Report format, but add month and year of each original payment and show original payment, correct payment, increased payments and decreased payments.
 3. Do not show retroactive payments on this page. Retroactive payments are included on the CONTRACTOR CURRENT MONTH INVOICE for the month in which the check was actually issued (page 3).

STAGE 1 CHILD CARE CONTRACT

MONTHLY ACTIVITY REPORT

Agency Name: _____ Contract No.: _____

Report Month/Year: _____ Fiscal Year: _____

Billing Date: _____

CHILD CARE PROVIDER ISSUANCES: MONTH _____ YEAR _____

(1) and (2)

(3)

Number	Case Name	Child Name	Provider I.D. Number	Provider Name	Date Paid	Accrual Period	Actual Amount Paid
1							
2							
3							

- Note:
1. Alphabetically list by Section on separate pages: GEARS cases, Exempt-Not on GEARS, Licensed-Not on GEARS, ASE-On Aid, ASE-Off Aid, and Enhanced Referrals without Approval or Denial. Subtotal each of the six sections and provide grand total.
 2. In each Section, list alphabetically by parent's last name (Last Name, First Name).
 3. Enter the actual payment amount for the period. If there is a deduction for a prior collectible overpayment, or an addition for a prior underpayment, show all overpayment collections and underpayment additions in a separate Section at the end of the report.
 4. Attach a separate Monthly Activity Report for Non-needy Caretaker Project cases.

CONTRACTOR FINAL

FISCAL YEAR INVOICE

SUMMARY PAGE

Agency Name: _____ Contract No.: _____

Report Month/Year: _____ Fiscal Year: _____

Billing Date: _____

1. Increase/Decrease in Operational/Administrative Fee
(from Page 8): \$+/- _____
2. Increase/Decrease in Fixed Monthly Fee
(Attach memo explaining and giving details
of any change from monthly invoices): \$+/- _____
3. Increase/Decrease in Outreach Activities
(Attach memo explaining and giving details
of any change from monthly invoices): \$+/- _____
4. **Total Increases/Decreases in Fees for Services**
(Sum of 1 - 3): \$+/- _____
5. **Total Increase/Decrease in Direct Provider Payment Reimbursement**
(From Page 9): \$+/- _____

NOTE: Do not leave this page blank, enter "0" if there is no change in billing from monthly invoices.

Person Completing Invoice: _____ Telephone Number: _____

Date Completed: _____ Reviewed By: _____

CONTRACTOR FINAL FISCAL YEAR INVOICE
OPERATIONAL/ADMINISTRATIVE FEE CHANGES

Agency Name: _____ Contract No.: _____
Report Month/Year: _____ Fiscal Year: _____ Billing Date: _____

I. Operational/Administrative Fee Changes:

A. Previously Invoiced Amounts:

July \$ _____
August \$ _____
September \$ _____
October \$ _____
November \$ _____
December \$ _____
January \$ _____
February \$ _____
March \$ _____
April \$ _____
May \$ _____
June \$ _____
July \$ _____

B. Final Invoice Corrections - Changes not previously reported on a monthly corrections page. Itemize corrections, by month, by attaching copies of revised invoices and "additional cases retroactive corrections page" (Page 6) for each corrected month. Enter "0" if there is no final correction for a month. Enter the amount of increase/decrease ONLY if there is a correction.

July \$+/- _____
August \$+/- _____
September \$+/- _____
October \$+/- _____
November \$+/- _____
December \$+/- _____
January \$+/- _____
February \$+/- _____
March \$+/- _____
April \$+/- _____
May \$+/- _____
June \$+/- _____
July \$+/- _____

Total of all corrections \$+/- _____

REVISED O/A TOTAL (A +/- B): \$ _____

CONTRACTOR FINAL FISCAL YEAR INVOICE

DIRECT PROVIDER PAYMENTS

Agency Name: _____ Contract No.: _____
Report Month/Year: _____ Fiscal Year: _____ Billing Date: _____

II. Direct Provider Payment Changes:

A. Previously Invoiced Amounts:

July \$ _____
August \$ _____
September \$ _____
October \$ _____
November \$ _____
December \$ _____
January \$ _____
February \$ _____
March \$ _____
April \$ _____
May \$ _____
June \$ _____
July \$ _____

B. Final Invoice Corrections - Change not previously reported on a monthly corrections page. Attach a revised page 7 for each month in which there is a correction. Also, itemize changes by month by attaching a list of all overpayments, underpayments, corrections or additional provider payments. Use the Monthly Activity Report format, but add month and year of each original payment and show original payment, correct payment and the amount of increase/decrease. Enter "0" if there is no final correction for a month.

July \$+/- _____
August \$+/- _____
September \$+/- _____
October \$+/- _____
November \$+/- _____
December \$+/- _____
January \$+/- _____
February \$+/- _____
March \$+/- _____
April \$+/- _____
May \$+/- _____
June \$+/- _____
July \$+/- _____

Total of all corrections \$+/- _____

REVISED DPP TOTAL (A +/- B): \$ _____

ATTACHMENT D

EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor's Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

(circle one)

- | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1. The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment. | Yes | No |
| 2. The CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force. | Yes | No |
| 3. The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. | Yes | No |
| 4. Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

Name and Title of Signer

Signature

Date

ATTACHMENT E

NONDISCRIMINATION IN SERVICES CERTIFICATION

CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Contractor's Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

(circle one)

1. The CONTRACTOR has a written policy statement prohibiting discrimination in providing services and benefits. Yes No
- 2 The CONTRACTOR periodically monitors the equal provision of services to ensure nondiscrimination. Yes No
3. Where problem areas are identified in equal provisions of services and benefits, the CONTRACTOR has a system for taking reasonable corrective action within a specified length of time. Yes No

Name and Title of Signer_____
Signature_____
Date

ATTACHMENT F

**CONTRACTOR ASSURANCE OF
COMPLIANCE WITH CIVIL RIGHTS
RESOLUTION AGREEMENT**

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE
OF CIVIL RIGHTS RESOLUTION AGREEMENT
WITH THE LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, "CONTRACTOR" agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, "Company", also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, "CONTRACTOR", agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, "CONTRACTOR", agrees to comply with the requirements of the Resolution Agreement and "CONTRACTOR" understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, "CONTRACTOR", agree to the aforementioned.

Director's Signature (Contractor)

Date

Contractor's Address

ATTACHMENT G

**CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the COUNTY. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- *I understand that _____ is my sole employer for purposes of this employment.*
- *I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.*

_____ **(Initial and date)**

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to COUNTY services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in COUNTY work, the COUNTY must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by for the COUNTY.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

Please read the following Contract and take time to consider it prior to signing:

I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between _____ and the County of Los Angeles.

- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

_____ **(Initial and Date)**

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
Contractor Employee's Signature Date

Name: _____
Please Print Contractor Employee's Name

Working Title: _____

Original: Contractor
Copy: Contractor Employee

ATTACHMENT H

**CONTRACTOR EMPLOYEE
JURY SERVICE PROGRAM**

CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION - EXHIBIT D14

The Contractor is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Contractors, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I. Attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the Contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

ATTACHMENT I

**ATTESTATION OF WILLINGNESS TO
CONSIDER GAIN/GROW PARTICIPANTS**

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Contractor unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

- A. Contractor has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

_____ YES _____ NO (subject to verification by County)

- B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

- C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Contractor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel. #: _____ Fax #: _____

ATTACHMENT J

SAFELY SURRENDERED BABY LAW

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s)
to legally, confidentially, and safely
give up their baby.

Provides a safe place for babies.

Protects the parent(s) from arrest or
prosecution for abandonment as long as the
baby has not been abused or neglected.

Does not require that names be given
when the baby is turned over.

Permits parents to bring a baby within 3 days
of birth to any Los Angeles County
hospital ER or fire station.



State of California
Gray Davis, Governor

**Health and Human
Services Agency**
Grantland Johnson, Secretary

**Department
of Social Services**
Rita Saenz, Director



**Los Angeles County
Board of Supervisors**

Gloria Molina
Supervisor, First District
Yvonne Brathwaite Burke
Supervisor, Second District
Zev Yaroslavsky
Supervisor, Third District
Don Knabe
Supervisor, Fourth District
Michael D. Antonovich
Supervisor, Fifth District

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County hospital
emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in with a loving family while the adoption process was started.

**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723**

www.babysafela.org

ATTACHMENT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

CALIFORNIA CHARITIES REGULATION

BACKGROUND

There is keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code §12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Contractor on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance

RESOURCES

The following references to resources are offered to assist Contractors who engage in charitable contributions activities. Each Contractor, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Appendix xx).

In California, supervision of charities is the responsibility of the Attorney General whose website, <http://caag.stte.ca.us/>, contains much information helpful to regulated charitable organizations.

LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://www.cnmsocal.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Contractor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.	()	()
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----	-----

Signature

Date

Name and Title (please type or print)

ATTACHMENT L

INTERNAL REVENUE NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate. **Note.** You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2005)
Cat. No. 205994

ATTACHMENT M

**CERTIFICATION OF
NO CONFLICT OF INTEREST**

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the Contract; or
 - b. Participated in any way in developing the Contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Contractor Name

Contractor Official Title

Official's Signature

ATTACHMENT N

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION –
LOWER TIERED COVERED TRANSACTION (45 C.F.R. PART 76)**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTION (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tiered Covered Transaction (45 C.F.R. Part 76)

1. This certification is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Contractor shall provide immediate written notice to the person to whom this proposal is submitted if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tiered covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntary excluded from participation in this covered transaction, unless authorized by the department agency with which this transaction originated.
5. Contractor further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction (45 C.F.R. Part 76)," as set forth in the text of the Sample Contract attached to the RFP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Contractor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntary excluded from covered transaction, unless it knows that the certification is erroneous.

Contractor acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Contractor acknowledges that each participant may, but is not required to check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Contractor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Contractor shall attach a written explanation to its proposal in lieu of submitting this Certification. Contractor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Contractor and/or securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the Contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76).

Contractor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Print Name of Authorized Representative

**Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

2.202.010 Findings and declarations.

The Board of Supervisors finds that, in order to promote integrity in the COUNTY's contracting processes and to protect the public interest, the COUNTY's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Auditor-Controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the county to provide goods to, or perform services for or on behalf of, the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the COUNTY for a period of up to three years. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department Head" means either the head of a department responsible for administering a particular contract for the County or the designee of same.
- E. "County" means the County of Los Angeles, any public entities for which the Board of Supervisors is the governing body, nonprofit corporations created by the County and any joint power authorities that have adopted County contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

**Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

2.202.030 Determination of Contractor Non-Responsibility.

- A. Prior to a contract being awarded by the COUNTY, the COUNTY may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the COUNTY determines that a Contractor is non-responsible for a particular contract, said Contractor shall be ineligible for the award of that contract.
- B. The COUNTY may declare a contractor to be non-responsible for purposes of a particular contract if the COUNTY, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the COUNTY or any other public entity.
- C. Before making a determination of non-responsibility pursuant to this chapter, the Department Head shall give written notice to the CONTRACTOR of the basis for the proposed non-responsibility determination, and shall advise the CONTRACTOR that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the Department Head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The CONTRACTOR and/or attorney or other authorized representative of the CONTRACTOR shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the Department Head shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Department Head. A non-responsibility finding shall become final upon approval by the Board of Supervisors.

**Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

- D. The decision by the COUNTY to find a CONTRACTOR non-responsible for a particular contract is within the discretion of the COUNTY. The seriousness and extent of the CONTRACTOR's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the COUNTY in determining whether a CONTRACTOR should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors.

- A. The COUNTY may debar a CONTRACTOR who has an existing contract with the COUNTY and/or a CONTRACTOR who has submitted a bid or proposal for a new contract with the COUNTY.
- B. The COUNTY may debar a CONTRACTOR if the COUNTY finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.
- C. Before making a debarment determination pursuant to this chapter, the Department Head shall give written notice to the CONTRACTOR of the basis for the proposed debarment, and shall advise the CONTRACTOR that a debarment hearing will be scheduled on a date certain. The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or attorney or other authorized representative must be given an opportunity to appear at the hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the

**Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

approval of the Board of Supervisors.

- D. The decision by the COUNTY to debar a CONTRACTOR is within the discretion of the COUNTY. The seriousness and extent of the CONTRACTOR's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the COUNTY in making any debarment decision. Upon a debarment finding by the Board of Supervisors, the COUNTY shall have the right, in its discretion, to determine the length that the CONTRACTOR may be prohibited from bidding upon and being awarded a new contract with the COUNTY, which period may not exceed three years. In addition, upon a debarment finding by the Board of Supervisors, the COUNTY may, in its discretion, terminate any or all existing contracts the CONTRACTOR may have with the COUNTY. In the event that any existing contract is terminated by the COUNTY, the COUNTY shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to Federal and/or State laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

ATTACHMENT O

**ZIP CODES
SERVED BY EACH R&R/APP**

**CalWORKs CHILD CARE
ZIP CODE LIST OF AREAS SERVED BY
ALTERNATIVE PAYMENT PROGRAM AGENCIES**

1. CENTER FOR COMMUNITY AND FAMILY SERVICES

565 N. Rosemead Blvd.
Pasadena, CA 91107

SERVICE AREA BY ZIP CODES

90262, 90280, 90723, 90220, 90221, 90222, 90240, 90241, 90242, 90274, 90501,
90502, 90503, 90504, 90505, 90506, 90507, 90508, 90509, 90510, 90710, 90717
90745, 90746, 90747.

2. CHILD CARE INFORMATION SERVICE

2698 Mataro Blvd.
Pasadena, CA 91107

SERVICE AREA BY ZIP CODES

91001, 91006, 91007, 91010, 91011, 91016, 91024, 91030, 91101, 91103, 91104,
91105, 91106, 91107, 91108, 91124, 91125, 91126.

3. CHILD CARE RESOURCE CENTER

16650 Sherman Way, Suite 200
Van Nuys, CA 91406

SERVICES AREA BY ZIP CODES

91020, 91040, 91402, 91046, 91200, 91201, 91202, 91203, 91204, 91205, 91206,
91207, 91208, 91209, 91210, 91214, 91301, 91302, 91303, 91304, 91305, 91306,
91307, 91308, 91309, 91310, 91311, 91313, 91316, 91321, 91322, 91323, 91324,
91325, 91326, 91328, 91330, 91331, 91333, 91335, 91340, 91341, 91342, 91343,
91344, 91345, 91346, 91350, 91351, 91352, 91353, 91354, 91355, 91356, 91360,
91361, 91362, 91364, 91365, 91367, 91371, 91376, 91380, 91381, 91383, 91384,
91385, 91386, 91401, 91402, 91403, 91404, 91405, 91406, 91407, 91408, 91409,
91410, 91411, 91412, 91413, 91416, 91423, 91436, 91501, 91502, 91503, 91504,
91505, 91506, 91507, 91510, 91523, 91601, 91602, 91603, 91604, 91605, 91606,
91607, 91608, 91609, 91615, 91616, 93243, 93510, 93532, 93534, 93535, 93536,
93539, 93543, 93544, 93550, 93551.

4. CHILDREN'S HOME SOCIETY OF CALIFORNIA

1300 West 4th Street
Los Angeles, CA 90017

SERVICE AREA BY ZIP CODES

90701, 90704, 90706, 90707, 90712, 90713, 90715, 90716, 90731, 90732, 90744,
90802, 90803, 90804, 90805, 90806, 90807, 90808, 90810, 90813, 90814, 90815,
90822, 90840, 90846.

5. CONNECTIONS FOR CHILDREN

2701 Ocean Park Blvd., Suite 23
Santa Monica, CA 90405

SERVICE AREA BY ZIP CODES

90024, 90025, 90034, 90035, 90045, 90049, 90064, 90066, 90067, 90077, 90230,
90231, 90245, 90254, 90265, 90266, 90272, 90277, 90278, 90290, 90291, 90292,
90293, 90401, 90402, 90403, 90404, 90405, 90406.

6. CRYSTAL STAIRS, INC.

650 West Adams Blvd., Suite 100
Los Angeles, CA 90007

SERVICE AREA BY ZIP CODES

90007, 90008, 90009, 90015, 90016, 90018, 90037, 90043, 90044, 90047, 90056,
90058, 90062, 90247, 90248, 90249, 90250, 90260, 90261, 90301, 90302, 90303,
90304, 90305.

7. DREW CHILD DEVELOPMENT, INC.

1770 East 118th Street
Los Angeles, CA 90059

SERVICE AREA BY ZIP CODES

90001, 90002, 90003, 90011, 90059, 90061.

8. INTERNATIONAL INSTITUTE OF LOS ANGELES

3845 Selig Place
Los Angeles, CA 90031

SERVICE AREA BY ZIP CODES

90031, 90033, 91755.

9. MEXICAN AMERICAN OPPORTUNITY FOUNDATION

401 North Garfield Avenue
Montebello, CA 90640

SERVICE AREA BY ZIP CODES

90022, 90023, 90032, 90040, 90063, 90201, 90255, 90270, 90640, 90660, 90670, 91754.

10. CITY OF NORWALK

11929 Alondra Blvd
Norwalk, CA 90651

SERVICE AREA BY ZIP CODES

90650, 90651

11. OPTIONS

100 North Citrus Street, Suite 300
West Covina, CA 91791

SERVICE AREA BY ZIP CODES

90601, 90602, 90603, 90604, 90605, 90606, 90607, 90631, 90638, 90639, 91702, 91706, 91731, 91732, 91733, 91770, 91775, 91776, 91780, 91801, 91803.

12. PATHWAYS

3550 West 6th Street, Suite 500
Los Angeles, CA 90020

SERVICE AREA BY ZIP CODES

90004, 90005, 90006, 90010, 90012, 90013, 90014, 90017, 90019, 90020, 90021, 90026, 90027, 90028, 90029, 90036, 90038, 90039, 90041, 90042, 90046, 90048, 90057, 90065, 90068, 90069, 90071, 90210, 90211, 90212.

13. POMONA UNIFIED SCHOOL DISTRICT

1460 East Holt Blvd., Suite 130
Pomona, CA 91767

SERVICE AREA BY ZIP CODES

91711, 91722, 91723, 91724, 91740, 91744, 91745, 91746, 91747, 91748, 91749, 91750, 91765, 91766, 91767, 91768, 91733, 91789, 91790, 91791, 91792, 91793

ATTACHMENT P

MONTHLY MANAGEMENT REPORT

MONTHLY MANAGEMENT REPORT

Agency Name: _____ Contract Number: _____ Date: _____

Report Month/Year: _____

Number of Children by Age Not Receiving Services

Age Groups	Under 1	1	2	3-4	5-10	11-12	13-18	TOTAL
-- No Provider								
-- Non-Traditional Work Hrs.								
-- No Funding Available								
-- No Transportation								
-- Other								

Additional Reporting

For the following questions, provide the Total at the end of the Report Month.

CASES:

Number of Cases Terminated: _____
 Number of Cases Transferred to Stage 2 Child Care: _____
 Number of Cases Receiving Stage 1 In-Home Care
 Services that are Off-Aid: _____

CHILDREN:

Number of Children with New Approvals: _____
 Number of Children Transferred to Stage 2 Child Care: _____
 Number of Children Receiving Stage 1 In-Home Care
 Services that are Off-Aid: _____

PERSON COMPLETING REPORT: _____

REVIEWED BY: _____

MONTHLY MANAGEMENT REPORT

Overpayments

**Percentage of
Such Overpayments***

CURRENT REPORT MONTH*

Number of Participant

Caused Overpayments: _____ \$ _____ %

Number of CONTRACTOR

Caused Provider Overpayments: _____ \$ _____ %

YEAR TO DATE*

Fiscal Year: _____

Number of Participant

Caused Overpayments: _____ \$ _____ %

Number of CONTRACTOR

Caused Provider Overpayments: _____ \$ _____ %

* Current Report Month: Enter overpayments determined this report month.

* Year-to-Date: Includes Current Report Month information.

* To determine percentage of overpayments, Divide Total dollar amount of overpayments by the total direct provider payments actually paid in the month.

Case Name	Case Number	Overpayment Month(s)	Overpayment Amount	Amount Repaid	Overpayment Balance	Who Caused Overpayment

To answer Who Caused the Overpayment, respond with: Participant, Provider, Agency, or County.

Use separate page(s) , as needed, for additional cases/overpayments.

For each Overpayment, indicate on a separate page:

- 1) What has been done to recoup the Overpayment, and
- 2) What was the result.

MONTHLY MANAGEMENT REPORT

Full-time Equivalent Staffing Report

Agency Name: _____ Contract Number: _____ Date: _____

Report Month/Year: _____

- A. Total current full-time equivalent positions assigned to this Contract: _____
- B. Current full-time equivalent employees assigned to this Contract: _____
- C. Current full-time equivalent positions temporarily vacant for
which new staff are being recruited: _____
- D. Number of Contractor employees paid by Contract funds: _____

STAGE 1 CHILD CARE SERVICES CONTRACTORS

1. Center for Community & Family Services (CCFS)
565 North Rosemead Boulevard
Pasadena, CA 91107
2. Child Care Information Service (CCIS)
2698 Mataro Street
Pasadena, CA 91107
3. Child Care Resource Center (CCRC)
16650 Sherman Way, Suite 200
Van Nuys, CA 91406
4. Children's Home Society of California (CHS)
1300 West Fourth Street
Los Angeles, CA 90017
5. City of Norwalk
11929 Alondra Boulevard
Norwalk, CA 90650
6. Connections for Children
2701 Ocean Park Boulevard, Suite 253
Santa Monica, CA 90405
7. Crystal Stairs, Inc.
5110 West Goldleaf Circle, Suite 150
Los Angeles, CA 90056
8. Drew Child Development Corp.
1770 East 118th Street
Los Angeles, CA 90059
9. International Institute of Los Angeles
3845 Selig Place
Los Angeles, CA 90031
10. Mexican American Opportunity Foundation (MAOF)
401 North Garfield Avenue
Montebello, CA 90640
11. Options
100 N. Citrus Street, Suite 300
West Covina, CA 91791
12. Pathways
3550 West 6th Street, Suite 500
Los Angeles, CA 90020
13. Pomona Unified School District (PUSD)
1460 East Holt Boulevard, Suite 130
Pomona, CA 91767

**STAGE 1 CHILD CARE
ESTIMATED CONTRACT COSTS**

Enclosure C

SEPTEMBER 1, 2006 THROUGH JUNE 30, 2009

(All total amounts are rounded to the nearest thousand)

Contractors	FY 2006-07 (September 2006 - June 2007)						FY 2007-08	FY 2008-09	TOTAL
	Case Management	Collocation Staff	Outreach Activity	10-Month Subtotal	Direct Provider Payments	10-Month Total	12-Month Total	12-Month Total	34-Month Total
Center for Community & Family Services	2,432,998	0	10,690	2,443,688	10,478,000	12,922,000	15,614,000	15,733,000	44,269,000
Child Care Information Service	601,189	0	2,640	603,829	2,276,000	2,880,000	3,483,000	3,511,000	9,874,000
Child Care Resource Center	4,103,307	353,445	18,040	4,474,792	17,042,000	21,517,000	25,832,000	25,846,000	73,195,000
Children's Home Society of California	1,932,289	340,910	8,320	2,281,519	8,606,000	10,888,000	13,214,000	13,327,000	37,429,000
City of Norwalk	255,221	0	1,110	256,331	1,040,000	1,296,000	1,551,000	1,563,000	4,410,000
Connections for Children	330,549	0	1,450	331,999	1,421,000	1,753,000	2,118,000	2,134,000	6,005,000
Crystal Stairs, Inc.	5,062,171	342,383	22,250	5,426,803	23,050,000	28,477,000	34,373,000	34,580,000	97,430,000
Drew Child Development Corp.	1,678,427	0	7,380	1,685,807	7,473,000	9,159,000	11,065,000	11,146,000	31,370,000
International Institute of Los Angeles	265,876	0	1,170	267,046	992,000	1,259,000	1,523,000	1,536,000	4,318,000
Mexican American Opportunity Foundation	1,888,808	110,621	8,300	2,007,728	7,549,000	9,557,000	11,562,000	11,664,000	32,783,000
Options	1,172,815	139,630	5,150	1,317,595	5,217,000	6,535,000	7,904,000	7,971,000	22,410,000
Pathways	1,115,518	0	4,900	1,120,418	4,303,000	5,423,000	6,558,000	6,612,000	18,593,000
Pomona Unified School District	916,902	90,440	1,000	1,008,342	4,827,000	5,835,000	6,991,000	7,041,000	19,867,000
TOTAL	21,756,000	1,378,000	93,000	23,227,000	94,274,000	117,501,000	141,788,000	142,664,000	401,953,000

NOTE: Some rounding differences were adjusted.